



BC ONE CALL LIMITED

REQUEST FOR PROPOSAL

FOR

CONTACT CENTRE SERVICES

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SECTION A

INSTRUCTIONS TO RESPONDERS

A.1 INTRODUCTION

A.1.1 Introduction to BC One Call

BC One Call Limited ("BC One Call") is a not-for-profit corporation established for the purposes of increasing public and worker safety, and reducing damage to underground infrastructure within the province of British Columbia. Excavation Contractors, member utilities and the general public submit requests for notification of underground facilities prior to digging to BC One Call's contact centre via phone or its online ticketing system. BC One Call performs a primary screening to identify which members may have underground infrastructure in the area of the ground disturbance and forwards a request for a locate to the applicable members. Each member then responds directly to the requestor with a clearance to dig or information on the location of its infrastructure. Members are billed monthly for the volume of locate tickets initiated.

For more information about BC One Call, visit our website. www.bconecall.bc.ca

A.1.2 RFP Purpose and Scope

BC One Call is issuing this Request for Proposal (RFP) to obtain a contact centre operator ("Subcontractor") that will be the primary delivery channel for BC One Call's services to its members. The scope of work is defined in Appendix "A" of Section A.

The contract with the current service provider will expire on December 31, 2016. The successful applicant will be required to be fully operational by that time to ensure a smooth transition.

For transparency, the incumbent provider is being invited to respond to this RFP.

A.1.3 Key Objectives

The following are key objectives that BC One Call is seeking to achieve through any agreement that may result from this Request for Proposal:

1. A smooth transition from the current service provider with no loss of service.
2. Financial sustainability in terms of a reduction of the overall cost of providing the service, particularly in view of the shift towards online service channels.
3. Zero tolerance for errors and omissions.
4. A professional subcontractor with well trained and motivated staff with a desire to promote and build the One Call business.

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A.2 REPLY GUIDELINES

A.2.1 Submission of Reply

Proponents should indicate their intent to submit a proposal via e-mail by 14:00 hours PDT, July 6th, 2016 to gmsorrento@gmail.com.

Proponents may submit questions via e-mail until 14:00 hours PDT, July 13th, 2016.

Proponents should submit proposals via e-mail by the closing date and time ("Closing Time") of 14:00 hours PDT, July 29th, 2016 to gmsorrento@gmail.com.

References to hyperlinks or links to social media sites (e.g. LinkedIn) may not be considered by BC One Call in the evaluation process and should not be used. Therefore, any information provided for evaluation should be included in your written proposal.

There is a maximum of ten megabyte ("MB") file size acceptance of any e-mail. Proponents should divide their responses into appropriate sized (smaller than 10 MB) numbered files. In the e-mail the proponent should provide the detail for each section and how many e-mails they will send.

Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Closing Time has passed.

This RFP is a request for proposal only. Neither the provision of this RFP to a Responder nor acceptance or receipt of the Reply by BC One Call will imply any obligation or commitment on the part of BC One Call to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

It is the responsibility of each Responder to ensure that it is in possession of a complete set of RFP documents. The Responder will check with the contact person listed under Section A.2.3, Inquiries, concerning any discrepancies, omissions or additional information required. Each Responder acknowledges and agrees that after submission of its Reply that it cannot claim that there was any misunderstanding with respect to the conditions imposed by the RFP.

BC One Call is not obligated in any way to pay for costs of any kind or nature whatever, that may be incurred by a Responder or any associated third parties, in the preparation of Replies, making presentations, demonstrations, samples, or benchmark testing before or after the Closing Date. All such associated costs shall be the Responder's sole responsibility. All Replies and support documentation will become the property of BC One Call subject to claims of confidentiality in respect of the Reply and support documentation.

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A.2.2 Responder's Qualifications

Each Responder will submit a completed Proposal Information Form, attached as Section A – Appendix “C”. If the Reply is a joint submission, all information required by these appendices will be submitted for each participant in the joint submission.

A.2.3 Inquiries

All questions to be e-mailed to Gary Metz, Executive Director, BC One Call Limited at gmsorrento@gmail.com and reference “RFP 2016.1” in the subject line.

Include the following information with the inquiry:

- Company name
- Name and title of contact person
- Phone, mobile phone, and e-mail of contact person
- Reference to the corresponding RFP section(s) if applicable

It is the proponent’s responsibility to regularly review BC Bid for amendments to the RFP that may include replies to significant proponent questions that BC One Call in its discretion may post prior to Closing Time.

BC One Call will not be bound by, and the responder agrees not to rely upon, any information given or statements made by persons other than the above authorized BC One Call representative(s).

A.2.4 Format of Reply

The Responder shall complete the following from Section A:

- Appendix B – Reply Signature Sheet
- Appendix C – Proposal Information Form

Replies should be prepared concisely, providing a clear description of the Responder’s capability to satisfy the requirements of this RFP.

In addition, for each section and sub-section of the Subcontract Agreement and the Member’s agreement, Responders are to indicate their understanding and agreement with the section. The Responder shall provide the rationale for any exceptions or non-compliance taken, and propose alternative conditions that meet the intent of the requirements stated. If the Responder indicates that it will comply with the requirement, no further information is required, unless specifically requested.

A.2.5 Alternative Replies

In addition to the basic Reply that each Responder must submit in strict conformance to the requirements of Section B - "BC One Call – Subcontract Agreement", Responders are free to offer any alternatives to the basic Reply, which are in the Responder's view superior or less

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costly. Each alternative will be submitted as an appendix to the basic Reply. This appendix will include a description of each alternative in detail and will clearly indicate all the advantages and the cost variation for each alternative. The price for each alternative will also be clearly identified. BC One Call reserves the right not to evaluate any alternative replies submitted. Evaluation of alternative replies, if any, will be based on the same criteria as the basic Reply, as listed in *Section A.4.3, Evaluation Criteria*. Additional services to those identified in the Specifications should be listed and responded to in the same manner as any alternatives.

A.2.6 Promotional Material / Presentations

Should the Responder wish BC One Call to consider any or all promotional or advertising material as part of its Reply, such material will be labeled and included as an appendix to the Responder's Reply. Statements made in such material will be taken literally and form part of any agreement which may result from this RFP. If presentations are part of this RFP process, all statements made in the presentations will be taken literally and the Responder agrees to guarantee any such statements and have them included in and form part of any agreement that may result from this RFP.

A.2.7 Quantities and Estimates

Any quantities or estimated requirements supplied by BC One Call in this RFP are estimates only and are used by BC One Call for the purpose of evaluating Replies. BC One Call does not warrant, represent or guarantee that these estimated quantities will constitute the actual quantity of services to be performed. Replies should address variations in quantity and the resulting change in quoted prices, if any.

A.2.8 Price Quotations

All prices quoted must:

- (a) be in Canadian dollars,
- (b) be exclusive of the goods and services tax, federal or provincial taxes or other similar tax;
- (c) be inclusive of all customs, duties or tariffs;
- (d) be irrevocable for the potential contract period of five (5) years, unless otherwise specified by BC One Call

The Responder, relying upon its own investigations, skills and resources, will represent and warrant that the prices quoted will be sufficient and adequate and that it will not be entitled to any additional compensation whatsoever.

A.2.9 Permits, Licenses, Authorizations and Approvals

The successful Responder(s), if any, will obtain all permits, licenses and approvals required in connection with the services pursuant to this RFP, and the cost of obtaining these will be separately stated in each Reply. This shall include verification, in writing from any applicable distributor(s) pursuant to this RFP, that the Responder is an approved distributor of their products.

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A.2.10 Amendments, Modifications to RFP

BC One Call reserves the right to amend or revise this RFP in writing prior to the Closing Date. All Responders will be informed of any such change by numbered addenda. No amendment or revision will be effective unless received in writing from BC One Call's contract administrator. However, BC One Call reserves the right to provide oral interpretations to any Responder requesting interpretations and these oral interpretations will not affect or modify the RFP. BC One Call, at its sole discretion, will decide if any such oral interpretation requires subsequent written addenda. Any amendments or written addendum issued by BC One Call will form part of this RFP.

A.2.11 Irregularities, Rejection of Replies

BC One Call reserves the right to waive any irregularities in the Reply, to reject all or any, including incomplete or conditional Replies, as well as Replies containing a conflict of interest, as determined by BC One Call or to accept any part of a Reply deemed most favourable to BC One Call, in BC One Call's sole discretion. BC One Call is not obliged to provide reasons for the rejection or acceptance of any Reply.

A.2.12 Environmentally Friendly Products

BC One Call has a commitment to being a partner in the protection, enhancement and wise use of the environment, including the use of environmentally friendly products and services that may be available in the industry. Responders shall clearly identify which products and services being offered in their Reply are considered to be environmentally friendly.

A.2.13 Cancellation of RFP

BC One Call reserves the right to cancel this RFP, at BC One Call's sole discretion, any time prior to the Closing Date and BC One Call shall not be obligated to provide reasons for the cancellation.

A.2.14 Confidentiality

Information contained in this RFP, or information obtained by a Responder in related discussions with BC One Call, either in writing, verbally or through observation, is confidential and must not be disclosed by a Responder except as authorized in this RFP or by BC One Call in writing.

Responders will specify the degree of confidentiality required regarding Replies and all related material, and BC One Call will take all reasonable precautions to maintain the confidential nature of any such identified material.

Responders declining to submit a Reply in respect to this RFP shall return all RFP documents to BC One Call, accompanied by a letter stating its decision not to respond.

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A.3 TIMELINE

A.3.1 Timeline

It is anticipated that the evaluation of the Replies and selection of the successful Responder, if any, will be completed on or about September 30, 2016 and that the Subcontract Agreement with the successful Responder will become effective January 1, 2017. The Agreement with the successful Responder will be for a Three Year Term with an optional extension of up to two years.

Event	Date
1 Issue RFP to Responders	June 24, 2016
2 Information session with Responders	July 21, 2016 (10 AM PDT)
3 Submission of Replies	July 29, 2016
4 Short listing of Responders	August 19, 2016
5 Responder presentations to BC One Call	September 7/8, 2016
6 Selection and award of RFP	September 30, 2016
7 Agreement clarifications (if applicable)	October 14, 2016
8 Contract start date	January 1, 2017

The above dates are subject to change at the sole discretion of BC One Call. In the event a change is made to these dates Responders will be informed by written addenda.

The Information session with Responders will be hosted by teleconference. BC One Call will provide conference details after proponents have indicated their intent to submit a proposal.

A.4. REPLY EVALUATION

A.4.1 References

As described further in Section A - Appendix "C", each Reply will include a minimum of three (3) references including contact names, phone number and location where the Responder is currently performing, or has performed within the last two years, services similar to those outlined in this RFP. BC One Call reserves the right to contact these references or others, without the prior approval of the Responder.

A.4.2 Short List

A short list of Responders may be established upon completion of the initial round of evaluations. Short listed Responders may be requested to make presentations regarding its Reply to BC One Call. Responders' key management and technical people will be expected to participate in presentations, if any.

A.4.3 Evaluation Criteria

The evaluation and assessment of Replies will be based on numerous factors. Criteria will include but not necessarily be limited to:

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1. Compliance with the requirements of the Specifications;
2. Cost, including proposals for benefits-sharing from shifting to online ticketing;
3. Financial credibility and stability of Responder;
4. Experience and feedback from Responder's references in respect of similar call center operations;
5. Ability to service the B.C. market, including the strength of local support and training;
6. The degree of acceptance by the Responder of the proposed agreement/terms and conditions of BC One Call; and
7. Value-added services.

A.5. ACCEPTANCE

A.5.1 Negotiation/Clarification with Responders

BC One Call reserves the right to discuss and clarify with all compliant Responders their Reply. BC One Call also reserves the right to enter into negotiations on non-material items with compliant Responders in regard to their Reply.

A.5.2 Award

BC One Call, in its sole discretion, reserves the right not to award this RFP or to award all or any portion of a Reply that is deemed most favourable to the interests of BC One Call to one Responder or a combination of Responders. The lowest or any Reply will not necessarily be accepted. In this regard, BC One Call will evaluate each Reply on the basis of the criteria contained under the heading "Evaluation Criteria". In the event BC One Call receives only one valid Reply, BC One Call reserves the right to not award this RFP. BC One Call will not be obligated to provide reasons for the acceptance or rejection of any Reply.

A.5.3 Execution of Agreement

The successful Responder(s) will be required to execute an agreement that shall be in the form attached in Section B – "BC One Call Subcontract Agreement" of this RFP, such agreement incorporating the terms and conditions of this RFP and the successful Responder's Reply, except to the extent the terms and conditions of this RFP and the successful Responder's Reply have been expressly superseded by the terms and conditions of any written agreement executed by the parties.

A.5.4 Timing of Agreement

In the event that a mutually satisfactory agreement cannot be reached within thirty (30) days, or as may be extended by BC One Call, of notification to the Responder that it is the successful Responder, BC One Call reserves the right to exclude that Responder's Reply from further consideration and to negotiate a final agreement with a newly established successful Responder.

SECTION A

Appendix “A”

To

RFP #2016.1

STATEMENT OF REQUIREMENTS

1. Scope of Work

As further defined below, the contact centre operator (“Subcontractor”) will have the following responsibilities:

- Answer in-bound phone calls, and process faxes and online requests for locates from potential ground disturbers;
- Provide primary screening and forward locate requests to applicable member utilities;
- Ensure that mapping provided by member utilities for primary screening is kept up-to-date;
- Provide all necessary technology to deliver required functions (except as noted);
- Develop strong working relationships with the BC One Call Board, staff, and members, excavation contractors, ground disturbers and other organizations (e.g., B.C. Common Ground Alliance) to support the education of the contracting community of the need for locate requests;
- Provide invoicing to members based on tickets processed;
- Provide ongoing reporting to BC One Call’s management and Board of Directors; and
- Ensure the sufficient availability and training of staff to deliver required functions in accordance with defined service levels.

In addition to the requirements described below, as the Responder’s service delivery must also meet the requirements of BC One Call Member’s Agreement, which is attached as Section C to this RFP. In the event of discrepancies, the service requirements of this Section A – Appendix “A” will prevail when they are more stringent than as described in the Member’s Agreement.

2. Term of Contract

- Services will be provided for a term of three years, effective January 1, 2017.
- At the sole right of BC One Call, the contract may be extended for up to an additional two years, with a minimum notice period of six months.
- Thereafter, upon mutual agreement of BC One Call and the Subcontractor, the contract may be extended annually.

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3. Request Volumes

Current call and online ticket volumes are identified as follows:

Year	Inbound Tickets	Increase Over Previous Year	Outbound Notifications	% Increase over previous year	Ratio Inbound/Outbound
2011	113,608		500,578		4.41
2012	119,845	5.5%	539,070	7.7%	4.5
2013	127,275	6.2%	585,120	8.5%	4.6
2014	148,100	16.4%	688,274	17.6%	4.65
2015	164,268	10.9%	768,501	11.2%	4.66

Year	Telephone		Fax		Web	
	Number	% of Total	Number	% of Total	Number	% of Total
2011	51,997	45.8%	49,667	43.7%	11,944	10.5%
2012	52,106	43.5%	50,045	41.8%	17,694	14.7%
2013	54,419	42.8%	49,022	38.5%	23,824	14.7%
2014	64,664	43.7%	49,665	33.5%	33,771	22.8%
2015	69,654	42.4%	58,580	35.6%	36,034	22.0%

Attachment #1 to Appendix A includes a sample of the fields that the contact centre agent must complete when creating a locate ticket during an in-bound call or fax, or confirm when processing a web ticket.

BC One Call currently accepts requests for tickets via fax. However, this method will be phased out during 2016 and will not be a significant source of requests during the contract period. Unless otherwise specified by the Responder, fax requests shall be deemed to be priced as telephone requests.

BC One Call has recently experienced strong year-over-year volume increases as the number of members has increased and the contracting community has become more familiar with the benefits in requesting locates.

BC One Call also notes federal Bill S-233 – *Underground Infrastructure Safety Enhancement Act* - would make it mandatory to request underground locates for ground disturbances on federal lands. While the Act would not make it mandatory to request locates for all digging in the Province, it is possible the increased focus on locate requests could further increase service volumes.

4. Location and Hours of Operation

- The Subcontractor must enable the continual intake of phone and online requests for locates (i.e., 24/7/365 operations).
- During regular business hours (i.e., 7 AM and 5 PM, Monday through Friday, except for Statutory Holidays observed in British Columbia), services must be provided primarily by staff located in British Columbia.
 - Subject to approval from BC One Call, the Subcontractor may utilize staff located outside of British Columbia to provide additional resource availability to maintain a high degree of customer service during peak call periods.
- The Subcontractor may provide services from outside British Columbia to accept phone requests for locates outside of regular business hours.
 - Requests received outside of regular business hours may be processed the next business day, except when a request is an Emergency Request.
- The Subcontractor shall provide and be responsible for all costs of facilities and furniture necessary to deliver the Services.

The current provider maintains an office in Burnaby, B.C. Subject to approval of the provider, if desired, and the landlord, it is possible the office space could be made available to the Subcontractor. Pricing options may be provided depending on the ability to secure the existing space.

5. Staffing

The Subcontractor shall provide all staffing necessary to deliver the Service. The Subcontractor may structure its operations as it sees fit; however, as a minimum, Subcontractor shall designate a General Manager who shall be BC One Call's management's point of contact for all operational issues and support for Board governance.

Should a new provider be selected, the Subcontractor is encouraged to offer employment to staff employed by BC One Call's current provider.

6. Technology and Telephony

6.1 TelDig

- BC One Call utilizes the TelDig suite of products for accepting tickets (online and by phone), performing a screening of member assets, and issuing tickets to applicable members.
- As a default, it is assumed that BC One Call will continue to be responsible for costs of licensing, maintenance and upgrades to the software.

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- However, the proponent may propose alternatives to this arrangement.
- The Subcontractor shall provide necessary IT infrastructure to enable operation of the TelDig software.

6.2 Telephony

- The Subcontractor shall provide the telephone system necessary to support in-bound requests.
- The Subcontractor shall be responsible for providing all functionality and enhancements necessary to support the efficient provision of services with a high level of customer experience. Without being prescriptive, these features could include:
 - integration with agent screens;
 - ability to code calls to enable standard and ad hoc reporting;
 - predictive wait times;
 - voicemail &/or virtual call-back;
 - support for quality assurance, such as call recording and measurement of agent occupancy.
- The Subcontractor shall be responsible for the following costs:
 - Installing, licensing, operating, maintaining and upgrading telephony, except for costs incurred as a result of required upgrades to the TelDig system, upon prior approval of BC One Call.
 - All hardware and software associated with the telephony systems, including phone hardware and handsets.
 - Costs paid to telephone service providers for voice and data communications, including the provision of a toll free telephone line (number provided by BC One Call).
 - All enhancements, and subsequent upgrades to those enhancements, implemented by the Subcontractor when those enhancements are intended to increase the efficiency or productivity of its contact centre staff and the benefits are retained by the Subcontractor.

6.3 Other IT

- The Subcontractor shall provide all other necessary hardware, software and peripherals necessary to provide its Services (e.g., desktop/notebook computers, office WAN, printers, Microsoft Office and other desktop software)
- The Subcontractor shall ensure that it follows industry-standard practices for cyber-security and business continuity

7. Service and Service Levels

The following describes the Services to be provided by the Subcontractor:

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7.1 In-bound Calls

- The Subcontractor will answer in-bound voice calls for locate requests.
- In-bound calls will be accepted 24/7/365.
- While on the call, the agent will obtain and record the requestor's contact information, as well as information necessary about the ground disturbance to identify the applicable members that will be sent the locate request, and to enable their response.
- The Subcontractor will also respond to in-bound calls for other inquiries such as information on the One Call program, technical assistance for online submissions, or requests for status updates on locate requests.
- Operational objectives:
 - 80 per cent of calls answered within 30 seconds.
 - 100 per cent First Contact success rate for recording of the customer's request.
 - 100 per cent accuracy for recording of locate request information and notification to members.

7.2 Online Requests

- The Subcontractor will review locate requests that are received online to ensure they are complete and accurate.
- Where the online request is incomplete or unclear, the Subcontractor shall initiated out-bound contact by phone or other means of the requestor's preference to update or clarify the information.
- Operational objectives:
 - 100 per cent accuracy for recording of locate request information and notification to members.
 - Within 24 hours, 90 per cent of online requests received during regular hours processed and sent to applicable members, or follow-up initiated with the requestor
 - 100 per cent of unprocessed or after-hour online requests processed the next day

7.3 Emergency Locates

- On occasion, the Subcontractor will receive Emergency requests from the excavating community or other parties.
- Emergency requests will receive priority screening and notification:
 - In its IVR system, the Subcontractor shall provide an option to identify an Emergency request and send the call to a specific queue for immediate answering;
- Following the processing of an Emergency request, the Subcontractor shall make a follow-up phone call to the applicable members advising an emergency request has been transmitted.

7.4 Management of Screening of Requests

- Member utilities provide mapping of underground infrastructure, in most cases in computerized format
- The Subcontractor shall be responsible for creating mapping for new members and updating BC One Call's mapping following submission of updates by an existing member utility
- The mapping process requires the creation of a mapping database for new members as well as updates to existing members as requested
- All members are required to validate their mapping annually
- The mapping format utilized by TelDig is MapInfo Tab; most formats of mapping provided are compatible with MapInfo
- Operational objectives:
 - 100 per cent accuracy of the representation of member infrastructure in BC One Call's systems
 - Comply with the turn-around time specified in the Members Agreement for the incorporation of member updates into BC One Call's systems, being 10 days to enter data into the system and an additional 4 days to post to the online validation site.

8. Shift to Online Service Requests

BC One Call's costs can be reduced by increasing the adoption of online self-service requests

- The Subcontractor will be responsible for developing a strategy to continually increase the percentage of locate requests initiated online
- In its pricing proposal, the proponent is requested to include a gainsharing mechanism that will provide both parties with a shared incentive to take steps to increase online processing.

9. Member Billing

On a monthly basis, the Subcontractor will send reports to BC One Call summarizing ticket volumes for each Member. Reports will be of a sufficient level of detail to enable quarterly invoicing of each member for notification fees.

10. Management and Governance

On a quarterly basis, the Subcontractor will provide reporting to management and the Board that includes (but is not limited to) the following:

Locate Request Volumes:

- Total volume of requests by month
 - By channel (i.e., online vs. telephone)
 - By region
 - By requestor type (i.e., contractor, member, homeowner)
 - Requested within regular business hours vs. after-hours
 - Number of online requests that require out-bound follow-up contact
 - Number of Emergency requests
- Total notifications to each Member by month, upon request
 - By requestor type
 - By channel
 - Regular vs. Emergency requests
 - Repeat requests
- Contact Centre Performance
 - Per cent of calls answered in 30 seconds
 - Average wait time
 - Per cent of calls abandoned
 - Maximum wait time
 - Segmented by regular business hours and after-hours
 - Per cent of online requests processed same-day
 - Per cent of online requests processed next day
- Mapping Updates
 - Number of requests for mapping updates by members
 - Average turn-around time
- Member performance
 - Number of contacts from requestors inquiring about delayed responses
 - Segmented by member

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ATTACHMENT #1: BC ONE CALL TICKET FORMAT

BC ONE CALL		04/26/16 13:42:19	
NOTICE OF INTENT TO EXCAVATE		ROUTINE LOCATE	
Ticket no: 1234567890		Job no: 123455	
Sending To: BC1CALL		Code: NOANSW01	Sequence: 0052
Original Call Date:	04/26/2016	Time: 13:39:36	Op: 30
Transmit Date:	04/26/2016	Time: 13:42:19	Op: 30
Work to Begin Date:	30/19/2016	Time: 13:42:19	
Company : ABC ENTERPRISES			
Contact Name: JOHN DOE		Contact Phone:	(604) xxx-xxxx
		Cell Phone:	(604) xxx-xxxx
		Pager:	
Alt.Contact: JANE DOE		Alt. Phone:	(604) xxx-xxxx
		Fax Phone:	(604) xxx-xxxx
Email: john.doe@abc.com			
Place: ANYWHERE			
Comments:			
Address At/From: 805		Address To: 809	
Street : NORTH RD			
Nearest Intersecting Street: EAST RD			
Second Intersecting Street:			
Additional Dig Information:			
PUB/PRIV PROP – RD/SHLDR/BLVD/REAR OF BLDG			
Remarks:			
Type of Work: REPAIR WATER LINE			
Depth: 1 MTR		Length: UNKNOWN	Width: UNKNOWN
Private Property: YES	Dig Area Marked: NO	Machine Dig: NO	
Public Property: YES	Planning/Design: NO	Hand Dig: NO	
Work Being Done For: ABC ENTERPRISES			
Also Notified: TELUS FORTISBC GIBSONS			
Legend: C = Cleared			

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Definition of each ticket field

1. **Header field from BC ONE CALL indicating the intent to excavate.**
2. Designated ticket banner – ie: EMERGENCY
3. Ticket number assigned by one call system – Job number if provided - Contractor Bridge only.
4. Member's terminal code or unique identification code assigned by **BC ONE CALL**
5. Name of company receiving the ticket.
6. Sequence number assigned to each ticket received by a member's terminal code.
7. Date the ticket was entered and transmitted.
8. Time the ticket was entered and transmitted
9. Identification number of the CSR transmitting the ticket.
10. Work-to-begin date and time.
11. Name and/or company name and contact numbers of the contractor / homeowner /member.
12. Alternate contact name and number.
13. E-mail address.
14. Fax number.
15. City or Nearest City if Rural
16. Additional comment field.
17. Location of dig site information - ie: city, rural, street and intersecting streets.
18. Latitude & Longitude of excavation area
19. Specific instructions from the caller regarding additional dig site information - ie: Priv/Pub Prop – Blvd/Frt or additional address information.
20. Additional remarks requested by the caller.

NOTE:	It is imperative that the “Additional Dig Information” and “Remarks” fields are reviewed on every ticket. These fields may have vital information specific to each locate request.
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21. Brief description of the type of work.
22. Measurements that indicate depth, length and width of excavation
23. Indicates caller's request for a site meet or a member's reminder to contact the caller to give a positive response.
24. Indicates the company the work is being done for.
25. Additional members companies registered in the excavation area that have been notified by

Not all fields are mandatory

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BC One Call Priority Levels

The BC ONE CALL locate requests are divided into four priority levels.

- Emergency
- Routine Locate
- Priority
- Short Notice

Emergency Locate Requests

Locate requests with a work-to-begin date and time of ASAP and which also meet the BC ONE CALL defined emergency criteria are designated as an EMERGENCY LOCATE request.

Routine Locate Requests

Locate requests with a work-to-begin date and time of 3 full working days notice are designated as a ROUTINE LOCATE request.

Priority Locate Requests

Locate requests with a 'work-to-begin date' and 'time of the current day' are designated as a *PRIORITY LOCATE* request.

Short Notice Locate Requests

Locate requests with a work-to-begin date and time of the next two working days are designated as a SHORT NOTICE LOCATE request.

NOTE: Callers can request priority or short notice requests however they will be advised by BC ONE CALL that we will indicate the priority or short notice work to begin date however we cannot guarantee a response before the three full working days' notice required by our members

BC One Call Emergency Criteria

An emergency locate request is a request for locates to REPAIR or REPLACE essential services, clean-up of ENVIRONMENTAL CONTAMINATION or resolution of a PUBLIC SAFETY concern. Our members will contact the caller ASAP. An emergency locate request can be processed if:

- The work is being done to REPAIR OR REPLACE AN ESSENTIAL SERVICE, to CLEAN UP OIL OR HAZARDOUS WASTE SPILLS or to RESOLVE A PUBLIC SAFETY CONCERN. An

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essential service is a service that the public relies on daily. (Eg: water lines, sewer lines, telephone lines, power lines, gas lines, cable TV, etc.)

- An emergency CREW IS ON SITE
- An emergency CREW IS ENROUTE with an ETA of approximately 1 hour.

Daily Audits

Every evening BC ONE CALL transmits a daily audit to each member company. An audit is a list of all the ticket numbers transmitted to a Member Company from the previous day. The audit allows you to check for any discrepancies and, if required, contact BC ONE Call for a retransmit of any missing tickets. A sequence number of 0001 is automatically assigned to the daily audit and tickets will start each day with the sequence number 0002.

Free Format Messages

Occasionally BC ONE CALL transmits a free format message. These messages are general information for all of our members such as a reminder that BC ONE CALL is closed for a statutory holiday. Please make note that a free format message will assign a ticket number and appear on the daily audit.

SECTION A

Appendix "B"

TO

RFP #2016.1

REPLY SIGNATURE SHEET

I/We hereby affirm that we have read this RFP and fully understand its intent, and that we have adequate personnel, equipment, facilities and resources to fulfill the requirements of this RFP.

I/We represent and warrant that with respect to any and all Personal Information that the Responder may disclose to BC One Call under this RFP, the Responder has obtained informed consent to such disclosure from the individual(s) whose Personal Information is being disclosed. For the purposes of this RFP "Personal Information" has the meaning given to it in Part 1 of the Personal Information Protection and Electronic Documents Act (Canada), but does not include personal information that is publicly available and specified by regulation pursuant to this Act."

I/We hereby offer to BC One Call the goods and/or services requested as detailed in our Reply in accordance with the terms and conditions set out and/or referred to in this RFP.

COMPANY NAME:

**SIGNING REPRESENTATIVE/
OFFICIAL (PRINTED OR TYPED
NAME):**

TITLE:

PHONE NUMBER:

EMAIL:

DATE:

**SIGNATURE OF DULY
AUTHORIZED REPRESENTATIVE/
OFFICIAL:**

SECTION A

Appendix "C"

To

RFP#2016.1

PROPOSAL INFORMATION FORM

The following information will enable BC One Call to compare potential suppliers and assess abilities to provide the products or services outlined in this RFP. Please provide succinct responses that clearly answer each question. Brevity and clarity are appreciated. Where asked to describe current processes and capabilities, please answer the questions, but feel free to suggest alternative value-driven Proposals. Alternative Proposals should be marked as such. Explicitly state any assumptions that are made regarding your response.

1 Subcontractor General Information

- 1.1 Company Name, Address, Phone Number and Website
- 1.2 National and International Account Representatives Name, email address, phone number and fax number
- 1.3 General Company Information.
 - a. public or private (if public, include trading symbol)
 - b. # of employees (part and full-time)
 - c. Years in business (company and specific division supporting the bid product/service)
 - d. Core business
- 1.4 Provide the percentage of your company's business revenues from providing call centre &/or One Call outsourcing services.
- 1.5 Provide the percentage of monthly business BC One Call would represent if BC One Call was to retain your organization for this business.
- 1.6 Responder annual sales / revenue (Entire Company / This Line of Business)
- 1.7 Responder current number of customers for product/services in this bid?
- 1.8 Responder current geographic service coverage?
- 1.9 If your company is publicly held, provide the URL address for the previous three years of your company's annual report, or include the annual reports as an appendix to your Proposal. If your company is privately held, provide an audited statement of financial condition for the past three years, including a balance sheet, income statement, and statement of cash flow. If your company has not

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been in business for three years, provide statements from the last fiscal year along with the last quarter.

- 1.10 Please provide the names and titles for those individuals that would be integral to the BC One Call account.
- 1.11 Provide personal profile for principals, key management, and the BC One Call account rep, including principals' background and employment history.
- 1.12 How is your company organized (both national and local as appropriate)?
- 1.13 What are your company's organizational goals, business philosophy and mission? How has this changed in the last two years?
- 1.14 Has your company acquired, been acquired or merged within the past three years?
OR
Briefly describe your company's growth over the past five years.
- 1.15 Please provide the name of your auditor.
- 1.16 Are there any lawsuits, foreclosures, bankruptcies or other legal actions or litigations pending against your company?

2 Service Delivery

- 2.1 Please describe how your company will deliver the required services, including how it will meet requirements for 24/7/365 operations.
- 2.2 Does your company intend to continue to use the TelDig suite of products? If not, please describe your alternate proposal.
- 2.3 Please describe how your company will provide and support contact centre telephony systems.
- 2.4 Please describe your disaster recovery plan.
- 2.5 Please describe your strategy and experience in shifting customer requests for locates from telephone to online.
- 2.6 Please describe your hiring, training and retention strategy for contact centre staff.
- 2.7 Please describe how you will ensure adequate back-up and succession planning for management.
- 2.8 Describe your quality assurance programs.
- 2.9 Please describe your strategy for obtaining feedback and engaging with members and the contracting community to ensure delivery of high quality services.

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3 Pricing

- 3.1 Describe your pricing for providing the services described in Appendix A – Section A.
- a. Pricing may be structured as preferred by the vendor (e.g., fixed price, price per ticket, differentiated pricing for online vs. phone requests, etc.);
 - b. Pricing proposal shall include an explanation of price changes over the term of the contract, including potential extension.
 - c. Explain if there are any pricing differences depending on the interest and ability to assume the existing provider's office space and equipment.
- 3.2 Provide a full disclosure billing explanation of all costs proposed for this program, and include any assumptions that were made.
- 3.3 What factors drive the cost of the products or services outlined in this RFP? To what extent does each of these drivers contribute to the proposed cost?
- 3.4 What volumes would allow BC One Call to qualify for price decreases or discounts?
- 3.5 What services does your company offer to assist customers in cost reduction? List continuous improvement opportunities to reduce pricing over the length of the agreement.

4 Implementation

- 4.1 Explain your implementation process including time frame. What is the time frame needed to ensure smooth delivery? What are the major milestones in an implementation and how do you measure them? Include a copy of your implementation plan, with timetables.

5 Supplier Reference Requirements

- 5.1 Provide three (3) references that can be contacted with a similar organizational structure and needs as BC One Call. Two customer references must be from utility organizations for which you have been a preferred supplier for a minimum of two (2) years. One customer will ideally be from an organization for which you have been a provider for less than one (1) year. For each reference, include the following information:
- Company name and address
 - Contact title/name/phone/email
 - Location(s) where services are provided
 - Contract term and approximate contract value and volume
 - Description of services provided

BC ONE CALL

6 Subcontractors

The term 'subcontractor' herein describes any proposed provider of services other than full-time employees of your company.

- 6.1 Please describe any functions you will deliver through subcontractors. Provide the percentage you expect to outsource.
- 6.2 Provide descriptions of the processes used to ensure seamless service by subcontractors to BC One Call.
- 6.3 Detail information on subcontracting pricing methodology, i.e., do you propose a pass through or markup? If a markup is applied, indicate percentage.
- 6.4 Describe your overall experience with managing subcontractors for the services which you are bidding on.
- 6.5 Describe your company's process and criteria for selection of subcontractors/suppliers.
- 6.6 Describe your company's process to manage and ensure subcontractors' quality of work and deadlines.
- 6.7 Detail your company's disaster recovery plan with regard to subcontractors. Please comment on your company's process for subcontractor disaster recovery.

SECTION B

BC ONE CALL - SUBCONTRACT AGREEMENT

This Agreement made effective the 1st day of January, 2017 (the "Commencement Date").

BETWEEN:

BC ONE CALL LIMITED, a company incorporated pursuant to the laws of British Columbia having its registered office at 2500 - 700 West Georgia Street, Vancouver, B.C., V7Y 1B3 (the "Corporation")

AND:

(the "Subcontractor")

WHEREAS:

A. The Corporation has entered into various Agreements with owners/operators of underground facilities in the Province of British Columbia, the form of which is attached as Section C the "BC One Call Member's Agreement" wherein the Corporation has agreed to perform certain services more particularly described therein (the "Services") to the parties described as Members therein;

B. The Corporation wishes to retain the Subcontractor to perform the obligations of the Corporation, as Subcontractor, to supply the services as set forth in each of such Member's Agreement and the Subcontractor has agreed to do so subject to and in accordance with the terms and conditions hereinafter contained.

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration passing between the parties hereto, the receipt and adequacy of which is hereby acknowledged by both parties, the parties hereto covenant and agree as follows:

1. **Definitions**

Unless the context indicates otherwise, the capitalized terms contained herein shall have the same meaning ascribed thereto as set out in the Member's Agreement.

2. **Obligations of Subcontractor**

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2.1 Member Agreement Obligations. Save as otherwise provided herein, the Subcontractor agrees to perform, undertake responsibility for and be liable for providing to each of the Member's the "Services", as that term is described in the Member's Agreement, as if it were the party originally named as Supplier therein, including, without limitation, performance of each of the obligations of the Corporation as Subcontractor set forth in Sections 2.2 and 2.3 of the Members' Agreements executed between the Corporation and various Members.

2.2 Excluded and Modified Obligations.

Notwithstanding the wording of paragraph 2.1 above, the Subcontractor:

- (a) shall not be obligated to provide any services in connection with the promotion program as described in paragraphs 2.1 and 2.2 of the Member's Agreement, provided that in this regard the Subcontractor does covenant and agree as follows:
 - (i) to assist the Corporation with respect to its efforts to recruit additional owners or operators of Underground Facilities in the Province of British Columbia, and to have such owners or operators enter into Member Agreements with the Corporation;
 - (ii) to liaise with, assist, and act upon the direction of the Corporation or its promotion committee in order to advertise and promote use of the Call Centre and the Toll Free Number;
 - (iii) to assist the Corporation in its efforts to liaise with government and other regulatory bodies regarding owners and operators of Underground Facilities in relation to persons digging or excavating; and
 - (iv) to produce and edit a quarterly BC One Call newsletter, except that all printing costs will be borne by the Corporation.
- (b) acknowledges that all copyright in the advertising and promotion undertaken by the Corporation as part of the Program or otherwise shall be the property of the Corporation;
- (c) with respect to any particular Member, shall be obligated to provide the Services in accordance with the relevant Member's Agreement executed between the Corporation and such Member immediately following receipt of an executed copy of the Member's Agreement executed between such party and the Corporation;
- (d) shall not be obligated to provide, maintain and pay for the insurance coverages specified in Section 2.4 of the Member's Agreement, as it shall be the obligation of the Corporation to obtain the Comprehensive General Liability insurance

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policy described therein. However, the Subcontractor covenants and agrees with the Corporation as follows:

- (i) to cooperate fully with any representatives of the Corporation, or its insurance brokers, consultants, proposed insurers, underwriters, advisors, agents, or similar representatives including, without limitation, providing access to the Subcontractor's offices, records and information relevant to previous claims experience of the Subcontractor, allowing inspections and providing any other information required by the Corporation or such representatives in connection with insurance coverage; and
 - (ii) forthwith upon the Subcontractor or any of its employees, representatives or agents receiving any information with respect to a possible or purported claim to be made against the Corporation, the Subcontractor, or a Member, the Subcontractor shall immediately notify the Corporation in writing of the claim or possible claims and all particulars relating thereto;
- (e) shall be responsible to ensure effective security in connection with all Data provided by the Members directly or by the Corporation on behalf of the Members whether as Data or as incorporated into the Data Base. In addition, the Subcontractor shall be responsible for maintaining a disaster recovery system for its Data Base in the event of a disaster causing the loss of same. Such disaster recovery system shall be in accordance with the requirements specified by the Corporation with respect thereto from time to time, but in any event shall include offsite storage of all of the records and verifications which the Subcontractor is obligated to maintain pursuant to complying with the obligations set forth in Section 2.3.2(j) of the Member's Agreement on behalf of the Corporation.

2.3 Intellectual Property. For greater clarity, and without in any way limiting the obligations of the Subcontractor as set forth in Section 2.1 above, the Subcontractor covenants that all computer software, computer hardware, telecommunications equipment or other intellectual property used by it in connection with the Call Centre or in connection with providing the Call Centre Services shall in no way infringe upon any patent, copyright, trademark, or other proprietary interest of any other owner, operator or member of any similar system and the Subcontractor shall indemnify and hold harmless the Corporation in respect of any loss, damage, liability, claim, costs or expenses, including legal fees and expenses sustained by or brought against the Corporation or any Member in connection with utilizing the services of the Subcontractor.

2.4 The Subcontractor represents and warrants that:

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- (a) it is capable of providing the Services and that the Services will be provided and performed in a workmanlike and professional manner, conforming to recognized industry standards, by the Subcontractor or by employees of the Subcontractor having a level of skill in the area commensurate with the requirements of the scope of the Services; and
- (b) if the Subcontractor, or its employees, has (or have) a professional designation (i.e. lawyer, architect, engineer) then such person or persons shall be in good standing with the professional association or body governing such profession including the payment of all required dues, insurance levies, etc. and the Subcontractor shall forthwith, at the request of BC One Call, provide evidence of this standing to BC One Call.

2.5 **Materials.** Without in any way limiting any of the obligations of the Subcontractor pursuant to Section 2.1 above, it shall be the obligation of the Subcontractor to provide to each and every Member, the grid system upon which the Members are to show the location of its Underground Facilities, as described in Sections 1.1(h) and 3.2(a) of the Member's Agreement.

2.6 **Ownership of Toll Free Telephone Number.** The Subcontractor acknowledges and agrees that the Corporation shall be and remain the "customer of record" with respect to the Toll Free Telephone Number. The Corporation shall direct that all invoices respecting the Toll Free Number be sent directly to the Subcontractor who shall be responsible for payments for all costs, charges and toll charges owing respecting the Toll Free Telephone Number.

2.7 **Billing and Collection.** The Subcontractor, on behalf of the Corporation, shall bill each Member monthly for the Notification fees payable by each Member, in accordance with the terms of the relevant Member's Agreement. The Subcontractor shall, no less often than quarterly, provide a report to the Corporation of the status of any unpaid Notification fees. The Subcontractor shall take all reasonable steps to assist the Corporation in collecting all billed but unpaid Notification fees. The Subcontractor shall deposit all fees collected in a bank account of the Corporation, designated for receipt of fees, but shall have no signing or withdrawal privileges in connection with such account.

2.8 **Provision of Technology.** The Subcontractor shall provide necessary computer hardware, software and telephony systems to deliver its services. BC One Call will provide TelDig licenses and will be responsible for any costs directly related to its maintenance or upgrade.

3. **Permits and Taxes**

3.1 Unless otherwise specified, the Subcontractor shall procure from the proper authorities all permits and licenses which may be required for the performance of the Services hereunder, and shall pay all customs, duties, and all excise, license, occupation and other taxes which may become payable to any authority by reason of the Services, including all taxes upon the sale,

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use, storage, consumption and fabrication of the materials, supplies, equipment and other things furnished by the Subcontractor.

3.2 The Subcontractor acknowledges and agrees that, when applicable, BC One Call shall withhold a certain amount, which the laws and regulations of Canada and the Province where the Services were provided require, from the fees payable by BC One Call for the Services. Such amounts shall be paid by BC One Call to the appropriate Canadian taxing authority, for the benefit of the Subcontractor, and when remitted shall be deemed in satisfaction of the same amount due under this Agreement. BC One Call shall have no responsibility for any such amount so remitted to a tax authority except to provide the Subcontractor with such forms or reports as the tax authority directs BC One Call to provide.

3.3 The Subcontractor shall be solely responsible for the payment of all income taxes assessed or levied against it or its employees, as well as any employee benefits.

4. Subcontractor's Personnel

4.1 The parties agree that the services of the individual or individuals, as the case may be, employed to perform the "Services" are essential to the satisfactory performance by the Subcontractor of the Services. The parties further agree that if:

- (a) an individual performing the "Services" to the "Member" leaves the employ of the Subcontractor during the term of this agreement for any reason BC One Call may at any time request the Subcontractor to replace such employee with a substitute individual or individuals acceptable to BC One Call within three (3) business days of the departure of such individual;
- (b) in the sole opinion of BC One Call, an individual is not adequately performing assigned work functions, on written receipt by the Subcontractor of BC One Call's instructions to remove an individual, the Subcontractor shall replace the individual in regard to the provision of the Services within three (3) business days of receiving this written notice; or
- (c) in the opinion of BC One Call, an individual is deemed to present a security risk to BC One Call, notice will be provided to the Subcontractor, if possible prior to the individual being immediately escorted from the Call Center, if not possible, notice will be provided immediately thereafter. At BC One Call's request, the Subcontractor shall replace the individual in regard to the provision of the Services in the Scope of Work within three (3) business days of receiving this written notice.

4.2 The Subcontractor shall, in each situation enumerated in Section B subsections 4.1 (a), (b) and (c), warrant that all proposed replacement persons have the experience and capabilities similar to those of the applicable original person. Subject to BC One Call acting reasonably, in

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the event of any replacement of personnel, no liability of any kind or nature shall attach to BC One Call.

5. Independent Contractor

5.1 The Subcontractor and any employees of the Subcontractor shall not be deemed to be at any time employees or servants of BC One Call. The parties agree that the Subcontractor shall be an independent contractor in the performance of the Services under this Agreement and that no master and servant relationship is to be created between the Subcontractor or any employees of the Subcontractor and BC One Call and further that no employee benefits available to employees of BC One Call shall accrue to the Subcontractor or to any employees of the Subcontractor. Accordingly, the Subcontractor shall pay and accept full and exclusive liability for the assessments or contributions required by but not limited to the Unemployment Insurance Act (Canada), Canada Pension Plan Act, Income Tax Act (Canada), and the Workers' Compensation Board and the Subcontractor, as an independent contractor, and its employees shall not receive nor be entitled to receive from BC One Call vacation pay, overtime pay or severance pay in connection with the performance of the Services.

5.2 Where applicable, before commencement of the Services, the Subcontractor shall deliver to BC One Call certificates from the Workers' Compensation Board that all required assessments and contributions have been paid by the Subcontractor and its subcontractors. Before the final payment is made by BC One Call, the Subcontractor shall deliver similar certificates to BC One Call with its application for final payment.

The Subcontractor shall have authority to exercise exclusive control, direction and management over the Services, to carry on the Services under its own superintendence and at its own risk, and to provide the Services according to its own means and methods. BC One Call shall be entitled only to direct the Subcontractor with respect to the elements of the Services to be performed by the Subcontractor and the results to be derived by BC One Call, to inform the Subcontractor as to where and when such Services shall be performed, and to review and assess the performance of such Services by the Subcontractor for the limited purposes of assuring that such Services have been performed in accordance with the requirements of this Agreement and confirming that such results are satisfactory to BC One Call.

6. Subcontracting

6.1 The Subcontractor shall not subcontract this Agreement, or any part of this Agreement, or any of its obligations under this Agreement without the prior written consent of BC One Call. If, after securing such consent from BC One Call, the Subcontractor utilizes the services of subcontractors the Subcontractor shall be wholly responsible for the acts and omissions of its subcontractors. In addition to the foregoing the Subcontractor agrees to bind every subcontractor to the terms and conditions of this Agreement. BC One Call may at any time during the term of this Agreement inspect the services of any subcontractor, and may

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immediately require that the Subcontractor terminate any subcontract for reasons of unsatisfactory progress, negligence, or failure to comply with all the terms of this Agreement. The Subcontractor shall not be relieved of any schedule commitments nor any other terms of this Agreement should the subcontract be terminated for any of the reasons specified above. Subject to BC One Call acting reasonably, in the event of such discharge by the Subcontractor, no liability of any kind or nature whatsoever shall attach to BC One Call.

7. Confidential Information

7.1 In this Section the following terms shall have the meanings ascribed to them as follows:

- (a) "Confidential Information" means any and all information, material and data furnished or disclosed, by one party (the disclosing party) to the other (the receiving party), directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including but not limited to information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of the disclosing party including the terms and conditions of this Agreement, but Confidential Information shall not include Non-Proprietary Information;
- (b) "Non- Proprietary Information" means
 - (i) information which is within the public domain at the date of its disclosure to the receiving party or which thereafter enters the public domain otherwise than through the acts or omissions of the receiving party, its subcontractors, employees or any other person under an obligation to hold same confidential,
 - (ii) information which is already known to the receiving party at the time of its disclosure to the receiving party by the disclosing party and is not subject to confidential restrictions, or
 - (iii) information which, following its disclosure, was received by the receiving party without obligation of confidence from a third party who the receiving party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence.

7.2 Any Confidential Information in a tangible form shall be marked with the appropriate legend and owner corporation's name, e.g. "BC One Call Confidential". Information that is disclosed orally shall be designated confidential at the time of disclosure and the disclosing party shall deliver to the receiving party within thirty (30) days after such oral disclosure a

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notice containing a brief description of the nature of the Confidential Information, and the place, date and person(s) to whom the oral disclosure was made. Notwithstanding the absence of the markings, designations or formalities as stated above, the information is still deemed confidential if it is evidently confidential in nature, or disclosed in circumstances which make it evident that it is Confidential Information. The receiving party shall:

- (a) not disclose, make use of, transfer, use, copy, or allow access to any Confidential Information to any employees or to any third parties, excepting those who have a need to know such Confidential Information consistent with the requirements of this Agreement and the provision of Services under this Agreement but only after each employee has properly assumed obligations identical in principle with those which the receiving party has assumed in this Section, and the receiving party shall ensure that all such employees at all times comply with such obligations; and
- (b) employ diligent efforts and exercise reasonable care to hold all Confidential Information in the strictest confidence after receipt of same.

The obligations in regard to Confidential Information shall not restrict the receiving party from any disclosure pursuant to any applicable law or by order of any Court or government agency provided that the receiving party shall give such notice to the disclosing party as may be reasonable in the circumstances so that the disclosing party can take appropriate action to protect its proprietary interests in the Confidential Information and to prevent improper disclosure of same.

7.3 Any combination of the information which comprises part of the Confidential Information shall not be deemed to be Non-Proprietary Information merely because individual parts of that information were within the public domain, within the prior possession of the receiving party, or were so received by the receiving party unless the combination itself was in the public domain, in the prior possession of the receiving party, or were so received by the receiving party.

7.4 Information maintained by BC One Call regarding any of BC One Call's customers is Confidential Information, and shall not be used by BC One Call or any party acting on behalf of BC One Call, except in accordance with and for the purposes of providing the services contemplated by this contract.

7.5 The Subcontractor represents and warrants that with respect to any and all Personal Information that it may disclose to BC One Call under this Agreement, the Subcontractor has obtained informed consent to such disclosure from the individual(s) whose Personal Information is being disclosed.

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7.6 The Subcontractor agrees that its obligations under this Section 7 are in addition to, and not in substitution for, any other obligations respecting confidentiality that may be contained in this Agreement and that the obligations of the Subcontractor under this Section 7 shall survive the termination or expiration of this Agreement or any renewal thereof.

8. Property Rights

8.1 All work products including documentation, reports, software (including the ideas and concepts contained therein and physical embodiments including “object code”, “source code” and related member documentation), brochures and manuals including, without limitation, any deliverables developed for BC One Call pursuant to this Agreement, and all copyright or patent in such work products shall be the property of BC One Call. Furthermore, any and all designs, methods, processes, formulae, data, specialized know-how, improvements, innovations, trade secrets and specialized techniques that are made, prepared, developed, generated or produced by the Subcontractor, its employees, agents and subcontractors, in connection with the performance of the Services under this Agreement vest in BC One Call and shall become the sole property of BC One Call. The Subcontractor waives its moral rights under the Copyright Act (Canada) to any and all of the work products and other of the property rights listed in this Section 8.1.

8.2 Notwithstanding Section 8.1, all systems, computer programs and specifications, data and other materials owned by or in the possession of the Subcontractor prior to the execution of this Agreement and used by the Subcontractor in conjunction with the provision of Services under this Agreement shall continue to belong exclusively to the Subcontractor or its licensors.

9. Non-Solicitation

9.1 During the term of this Agreement and for a period of six (6) months after the termination or expiration of this Agreement the Subcontractor shall not solicit for employment any BC One Call employee contacted by the Subcontractor during the performance of the Services. BC One Call also agrees that during the term of this Agreement and for a period of six (6) months after the termination or expiration of this Agreement, BC One Call shall not, without the Subcontractor’s prior written consent, which consent shall not be unreasonably withheld, solicit for employment any of the Subcontractor’s employees who were assigned to perform any of the Services.

10. Compliance with Environmental Law

10.1 The Subcontractor shall comply with all applicable environmental legislation passed by federal, provincial, and local authorities governing environmental protection and enhancement, including but not limited to the manufacturing, processing, handling, packaging, transportation, provision, disposal and waste management of the Services and any related materials. The

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Subcontractor shall notify BC One Call, in writing, within five (5) calendar days of receiving notice from any authority governing environmental protection and enhancement that any such legislation has been breached in relation to the Services.

10.2 Notwithstanding Section B Section 14 titled "Limitation of Liability", the Subcontractor shall be held liable for all costs associated with any contravention of the previously mentioned applicable environmental legislation. The Subcontractor shall indemnify BC One Call against:

- (a) any damages and expenses, including legal costs, incurred by BC One Call as a result of the Subcontractor's breach of any environmental legislation in relation to the Services;
- (b) any expenses incurred by BC One Call necessary to place BC One Call in a state of compliance if the Subcontractor has failed to do so within fourteen (14) days of written notification from BC One Call; and
- (c) any fines or other penalties paid by BC One Call as a result of any non-compliance due to the Services and related materials provided by the Subcontractor.

11. Health and Safety

11.1 The Subcontractor shall comply with all applicable legislation passed by federal, provincial, and local authorities governing health and safety standards when providing the Services for BC One Call.

11.2 The Subcontractor shall inform all of its employees performing the Services and those parties for whom it is responsible of all health and safety hazards, rules, regulations and practices

11.3 The Subcontractor shall provide all of its employees with the information, instruction, training and supervision necessary to ensure the health and safety of those employees while performing the Services.

11.4 BC One Call reserves the right of approval and inspection over general methods employed by the Subcontractor while performing the Services in so far as they may affect the safety and health of BC One Call employees or any third party. If the Subcontractor, in BC One Call's sole opinion, is not complying with required safety standards, BC One Call reserves the right to either compel compliance or terminate this Agreement

12. Warranty and Indemnification for Infringement

12.1 The Subcontractor represents and warrants that the Services and products of the Services do not and will not infringe upon or violate any existing or pending patent, copyright,

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trade secret, trade name, trademark, or any other proprietary right of any third party and will not violate any applicable law, rule or regulation or any contracts with third parties.

12.2 The Subcontractor will defend, at its own expense, any claim by a third party against BC One Call asserting or involving a patent, copyright, trade secret, trade name, trademark or proprietary right violation which concerns the Services or the products of the Services under this Agreement. However, the Subcontractor must be notified by BC One Call in writing within a reasonable time after BC One Call first receives written notice of any claim, action or allegation of infringement or violation. The Subcontractor shall be bound by and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Subcontractor was conducting the defence and, in any event, the Subcontractor shall indemnify and hold BC One Call harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses on a solicitor and client basis) associated with any such claim or action brought against BC One Call.

12.3 In the event an injunction or order is obtained against BC One Call's use of the Services or the products of the Services or any of their elements by reason of the allegations or if, in BC One Call's opinion, the Services or the products of the Services or any of their elements are likely to become the subject of a claim of infringement or violation of a patent, copyright, trade secret, trade name, trademark, or any other proprietary right of a third party, the Subcontractor shall, at its expense:

- (a) procure for BC One Call the right to continue using the Services or the products of the Services and all of their elements;
- (b) replace or modify the Services or the products of the Services and all of their elements so that the Services and the products of the Services become non-infringing, but only if the modification or replacement does not adversely affect the Services or the products of the Services or their use by BC One Call; or
- (c) if neither (a) nor (b) above are practical, remove the Services and the products of the Services from use by BC One Call and unconditionally pay to BC One Call all amounts paid to the Subcontractor by BC One Call pursuant to this Agreement.

13. General Indemnity

13.1 The Subcontractor shall indemnify, hold harmless and defend BC One Call, its servants, agents, employees, invitees and representatives from and against any and all losses, damages, expenses, claims, suits and demands of whatever nature (including legal fees and expenses on a solicitor and client basis) resulting from damages or injuries, including death, to any property or persons caused by or arising out of any negligent or wilful act or omission of the Subcontractor under this Agreement, whether in connection with the provision of Services or in compliance with its covenants, and also such negligent or wilful acts or omissions of the Subcontractor's

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subcontractors or any of that party's subcontractors, respective servants, agents, employees, invitees or representatives.

14. Limitation of Liability

14.1 Unless caused by the negligent or wilful act or omission of BC One Call, its servants, Subcontractors, or employees, BC One Call shall not be liable to the Subcontractor for any damages, injuries, losses, or costs, notwithstanding BC One Call's notice of the same, arising out of or caused by the provision of the Services.

14.2 In no event shall either party be liable for indirect consequential, incidental or punitive loss, damage or expenses (including lost profits or savings) even if it has been advised of their possible existence, except:

- (a) payments referred to in Section 12 titled "Warranty and Indemnification for Infringement";
- (b) damages for physical harm to persons or property caused by the Subcontractor's negligence;
- (c) damages arising from a breach by the Subcontractor of Section 7 titled "Confidential Information"; and
- (d) damages arising from a breach by the Subcontractor of Section 10 titled "Compliance With Environmental Law".

15. Dispute Resolution

15.1 In the event of a dispute arising between BC One Call and the Subcontractor as to the proper interpretation or effect of any of the terms or conditions of this Agreement or a Scope of Work, such dispute shall be resolved in accordance with the following procedure:

- (a) The party requesting that the matter in dispute be resolved in accordance with the provisions of this Section 15 (the "Disputing Party") shall notify the other (the "Defending Party") in writing of the nature and extent of the dispute (the "Arbitration Notice").
- (b) Within seven (7) calendar days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.

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- (c) The terms of reference for the arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.
- (d) BC One Call and the Subcontractor shall within fourteen (14) calendar days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the governing arbitration body of the Province where the Services are provided to name the Arbitrator.
- (e) Not later than thirty (30) calendar days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
- (f) Unless the Arbitrator orders otherwise, BC One Call and the Subcontractor shall equally bear the costs of the arbitration.
- (g) The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
- (h) Except as modified by this Agreement, the provisions of the Commercial Arbitration Act (British Columbia) shall apply.

15.2 This Section 15 titled "Dispute Resolution" shall not apply to disputes related to intellectual property infringements.

16. Insurance

16.1 The Subcontractor shall, without limiting its obligations for liability under this Agreement, at its own expense, obtain and maintain in full force and effect, throughout the entire term of this Agreement, the following insurance coverage in a form acceptable to BC One Call and with a reputable insurance company:

- (a) Commercial General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage including loss of use; and, without restricting the generality of the foregoing provisions of this Section 16.1, such coverage shall include Contractual Liability, Tortious Liability, Contractor's Protective Liability, Products and Completed Operations and Contingent Employer's Liability. BC One Call, its officers, employees, servants and agents shall be named as additional insureds in respect of the Services and such

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insurance shall also insure all subcontractors and anyone employed directly or indirectly by the Subcontractor or its subcontractors to perform a part or parts of the Services under this Agreement.

16.2 Insurance policies provided pursuant to this Section 16 shall be in accordance with the following terms and conditions:

- (a) insurance policies shall contain a provision obligating the insurer to give BC One Call thirty (30) days advance written notice of cancellation or of any changes material to this Agreement; and
- (b) the Commercial General Liability insurance policy shall contain a cross-liability clause.

16.3 The Subcontractor shall have the insurance required in full force and effect prior to execution of this Agreement and prior to the commencement of the provision of Services and shall, on demand, and at such times as BC One Call may reasonably request, provide BC One Call with evidence of all insurance in the form of certificates.

17. Access to Records

17.1 The Subcontractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred while providing the Services and shall make such materials available at the Subcontractor's offices at reasonable times during the term of this Agreement and for three (3) years from the end date of this Agreement, for inspection by BC One Call or any other authorized representative of BC One Call.

18. Labour Disruption

18.1 The Subcontractor shall promptly notify BC One Call in the event of any threatened or actual labour disruption which may affect the provision of the Services to BC One Call. In the event any labour disruption continues for longer than thirty (30) calendar days, or if such labour disruption by the Subcontractor's servants, agents, employees, invitees or representatives occurs on BC One Call property, BC One Call reserves the right to terminate this Agreement and all associated Scopes of Work without further obligation or expense of any kind.

19. Notices

19.1 Any notice or other communication pursuant to this Agreement required or desired by the other party shall be deemed to have been given (or received by the other party) on the date when delivered or sent by confirmed facsimile transmission, or three (3) business days after

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being sent by pre-paid single registered mail to BC One Call and the Subcontractor at the following addresses:

(a) Notices to BC One Call:

BC One Call Limited
c/o 2500 - 700 West Georgia Street
Vancouver, B.C. V7Y 1B3
Attention: _____

(b) Notices to the Subcontractor:

(Subcontractor)
c/o _____

Attention: _____

20. **Obligations of the Corporation.**

20.1 **Member's Data.** The Corporation shall authorize and direct each Member to provide directly to the Subcontractor all Data, information updating Data, notices, requests, demands and other communications to be given under the Member's Agreement directly to the Subcontractor. In the event that the Corporation receives any such notice or communication from a Member, addressed to the Corporation at an address other than that of the Subcontractor, the Corporation shall immediately forward any such notice or communication directly to the Subcontractor. The Corporation hereby provides its authority to the Subcontractor to open, read, and utilize any communications from Members directed to the Corporation at the address of the Subcontractor, being _____ (Subcontractor's address).

20.2 **Fees.** In consideration of the Subcontractor performing its obligations as set out in this Subcontract Agreement. including, without limitation, providing the Services on behalf of the Corporation, the Corporation shall pay to the Subcontractor the following amounts:

- (a) with respect to the recruitment efforts and assistance provided by the Subcontractor with respect to promotion of the One Call Centre, as described in section 2.2 of this Section B - Subcontract Agreement, the Subcontractor shall be reimbursed by the Corporation monthly for the amount of its reasonable out-of-pocket expenses for travel, long distance charges and similar items, upon rendering by the Subcontractor of an invoice relating to same together with appropriate proof of such expenditures provided that the maximum payable to the Subcontractor in any given calendar year shall not exceed the amount

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budgeted by the Corporation therefor. The Corporation shall advise the Subcontractor of such budgeted amount prior to January 31 of such calendar year.

- (b) in consideration of the Subcontractor undertaking and performing its obligations as set out in this Subcontract Agreement, the Corporation shall pay to the Subcontractor the fees set forth in Schedule A in the manner and within the times also set forth in Schedule A attached.

20.3 Limit of Corporation's Obligations. Other than as provided in this section 20, the Corporation shall have no further obligations to the Subcontractor. Save as otherwise specified in Section 2 above, the Corporation and the Subcontractor acknowledge and agree that it shall be the responsibility of the Subcontractor to fully perform, in accordance with the terms of this Subcontract Agreement, all of the obligations of the Corporation with respect to providing the Services to each Member with whom the Corporation has executed a Member's Agreement provided a copy thereof has been provided to the Subcontractor.

21 Excusable Delay.

21.1 Notwithstanding anything to the contrary contained in this Agreement, if either party is prevented or delayed from complying with any of the terms of this Agreement and such failure is occasioned by any cause beyond its reasonable control including, without limitation, the operation of any law, regulation or order of government or any other duly constituted authority, labour dispute or disturbance, strike, lock out, riot, war, interference by civil or military authority or act of God, but excluding only finances, then that party shall not be liable to the other party for any damage or loss to person or property or costs or charges associated therewith or occasioned thereby and the time for performance of the parties obligations under this Agreement shall be extended by a period of time equal to the time required to remove or remedy the excusable delay; provided always that should a Member or the Corporation be prevented, through excusable delay as set out herein, from providing Data to the Subcontractor in accordance with the terms hereof, the Subcontractor may at its sole discretion, refuse to give out to Excavators information as to the Underground Facilities which are the property of the Member where Data has not been provided, until such time as the excusable delay is remedied and the Data supplied by that Member is verified in accordance with the provisions of paragraph 2.3.1 of the Section C - Member's Agreement.

22. Termination

22.1 The term of this agreement is as set forth in Section 26.1

22.2 Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated by BC One Call prior to expiration of the term of this Agreement effective the date the Subcontractor receives written notice from BC One Call:

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- (a) if the Subcontractor breaches any term, condition or provision of this Agreement, unless the Subcontractor remedies the breach within two (2) days of receipt of written notice from BC One Call;
- (b) if BC One Call property is misused, damaged or destroyed by the Subcontractor or if BC One Call deems BC One Call property to be in danger of misuse, damage or destruction, unless the Subcontractor remedies the misuse, damage or destruction within two (2) days of receipt of written notice from BC One Call;
- (c) if the Subcontractor becomes insolvent, is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any Act in force for insolvent persons;
- (d) if the Subcontractor ceases to do business as a going concern;
- (e) if a receiver or manager is appointed for the business of the Subcontractor; or
- (f) if the Subcontractor takes the benefit of any Act in force for the winding up or liquidation of corporations.

22.3 **Event of Default.** In the event the Subcontractor does not fulfill its obligations hereunder, the Corporation may send written notice to the Subcontractor stating the nature of the default. If such default has not been corrected within 10 days from receipt of such notice, the Corporation may terminate this Agreement by sending the Subcontractor no less than fourteen calendar days prior written notice of its intention to do so.

22.4 **Notice from Member.** In the event the Subcontractor receives notice from any Member pursuant to the provisions of Section 2.7 of the Section C - Member's Agreement of default and fails to rectify such default within ten working days of receipt of such notice, the Corporation may terminate the Subcontractor's obligations hereunder with respect to providing services to such Member, by sending the Subcontractor no less than ten days prior written notice of its intention to do so.

22.5 **Fees on Termination.** Notwithstanding termination of this Subcontract Agreement, the Corporation shall be responsible to the Subcontractor for all fees payable in connection with the services provided by the Subcontractor accruing up to and including the date of termination. Such fees shall be payable within thirty days of such termination occurring.

22.6 Termination of this Agreement by BC One Call shall not deprive BC One Call of any of its rights, remedies or actions against the Subcontractor for damages or equitable remedies. In the event of termination, except as provided elsewhere in this Agreement, BC One Call shall be discharged from and have no further obligations under this Agreement. Neither party to this Agreement shall be liable to the other for any special, incidental, indirect or consequential loss

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or damage arising out of or related to the performance of this Agreement , including, but not limited to, lost profits, lost business revenue, failure to realize expected savings, other commercial or economic loss of any kind even if such party has been advised of the possibility of these losses or damages, and regardless of the form of action, whether in contract or tort including negligence; except that the foregoing limitation of liability shall not apply to the following:

- (a) legal liability of the Subcontractor arising from claims described in Section 14;
- (b) disclosure of Confidential Information by either party or any of its respective servants, employees, subcontractors, vendors or agents contrary to Section 7; and
- (c) claims for personal injury or death or damage to real property or tangible personal property to the extent caused by a party's negligence.

23. Effect of Termination or Expiration

23.1 In the event this Agreement is terminated by BC One Call in accordance with Section 22 of this Agreement and upon receipt of payment from BC One Call of the Subcontractor's fees and expenses in accordance with Section 22.5 of this Agreement, or upon the expiration of the term of this Agreement , the Subcontractor shall immediately thereafter deliver to BC One Call, at its own expense, any and all information and materials that are the property of BC One Call or information and materials in any way related to the subject matter of this Agreement including, but not limited to, data (in whatever mode of storage), documents, reports, files, films, photographs, analyses, documentation, systems and designs, completed or otherwise, and any other property or information obtained, acquired, created, produced, resulting from or relating to the Services.

23.2 **Transition.** The Subcontractor shall act reasonably and cooperate fully with the Corporation and the Members in order to effect a smooth transition from the Call Centre Facilities provided by the Subcontractor to any system or facilities to be utilized by any Member or the Corporation with respect to inquiries relating to location of the Member's Underground Facilities following termination.

24. Notice of Non-renewal.

24.1 In the event that pursuant to the provisions of Section 9.1 of the Section C - Member's Agreement, either the Corporation provides notice in writing to a particular Member that it does not wish to renew the terms of its Member's Agreement and the Corporation provides notice to the Subcontractor or, in the event that the Corporation or the Subcontractor receives notice from a Member that such Member does not wish to renew its Member's Agreement for an additional period of one year, and the Corporation provides notice to the Subcontractor on or before February 15 in any given calendar year, that such non-renewal is occurring, the

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Subcontractor will no longer be obligated to provide any of the Services pursuant to such Member's Agreement beyond the last day of February following receipt of such notice from the Corporation.

24.2 **Return of Data.** In the event the Subcontractor receives notice of termination of any particular Member Agreement between the Corporation and a Member pursuant to the provisions of paragraphs 22.3, 22.4 or 24.1 above, forthwith following such termination the Subcontractor shall return to such Member all Data provided by such Member (or by the Corporation on such Member's behalf) and, upon receipt of a written request from such Member, shall delete from its Data Base all information relevant to such Member,

25. **Miscellaneous**

25.1 **Accounting Principles.** Any reference to Accounting Principles shall mean the principles recommended, from time to time, in the Handbook of the Canadian Institute of Chartered Accountants and all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with Canadian generally accepted accounting principles.

25.2 **Affiliate.** All references in this Agreement to an Affiliate shall mean an affiliated body corporate as defined in the Canada Business Corporations Act, as well as any partnership or other unincorporated association in which BC One Call or any of its affiliated bodies corporate (as so defined) has a controlling interest.

25.3 **Agent.** The Subcontractor shall not be an agent of BC One Call for any purpose and has no authority to bind BC One Call in any manner.

25.4 **Assignment.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld and any attempt to assign this Agreement in whole or in part without such prior written consent is void. However, BC One Call may assign, without consent, this Agreement to an Affiliate.

25.5 **Change in Controlling Interest.** This Agreement may be terminated, in whole or in part by BC One Call upon seven (7) day's written notice to the Subcontractor if the ownership or effective control of the Subcontractor changes.

25.6 **Conflict of Interest.** The Subcontractor represents and warrants to the best of its knowledge and belief that, except as a shareholder in an incorporated corporation issuing shares to the public at large, no BC One Call official or employee has a direct or indirect interest or receives any direct or indirect proceeds from this Agreement.

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25.7 **Currency.** All references in this Agreement to dollars shall be to Canadian dollars unless otherwise indicated.

25.8 **Entire Agreement.** This Agreement, including the attached Schedules, constitutes the entire agreement between BC One Call and the Subcontractor pertaining to the subject matter, and supersedes all prior agreements, understandings, negotiations, representations and discussions whether oral or written.

25.9 **Force Majeure.** Delays in or failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, decrees of government, acts of God, strikes or other concerted acts of workmen, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (hereinafter called "force majeure"), but lack of finances shall in no event be deemed to be a cause beyond a party's control. In the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure, then such party shall so notify the other in writing and BC One Call shall:

- (a) terminate the Agreement;
- (b) authorize the Subcontractor to complete the performance of the Services with such adjustments as are required by the existence of the force majeure and are agreed upon by both parties; or
- (c) suspend all Services to be provided pursuant to this Agreement for the duration of an emergency work stoppage resulting from, for example, a strike or lockout. Upon resolution of such an emergency work stoppage BC One Call shall advise the Subcontractor, in writing, that work can be resumed and the Subcontractor shall use commercially reasonable efforts to restaff the project. Any adjustments to be made to the work schedules due to the suspension of Services shall be agreed upon by both parties.

25.10 **Further Assurances.** Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

25.11 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province where the Services are provided and BC One Call and the Subcontractor irrevocably attorn to the jurisdiction of the Courts of the Province where the Services are provided.

25.12 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement.

25.13 **Inconsistencies.** In the event of any inconsistencies or conflicts between the terms of this Agreement and any schedules, appendices or other documents attached to and forming

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part of this Agreement, the terms of this Agreement shall prevail, unless otherwise stated in this Agreement.

25.14 **Publicity.** The Subcontractor shall not at any time use BC One Call's name or any BC One Call's trademarks or trade names in any advertising or publicity nor disclose the fact that this Agreement between BC One Call and the Subcontractor has been entered into, without BC One Call's prior written consent.

25.15 **Severability.** If any provision of this Agreement is invalid or unenforceable in any circumstance, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected.

25.16 **Survival.** The Sections titled Property Rights, Effect of Termination or Expiration, Confidential Information, Warranty and Indemnification for Infringement, General Indemnity and Governing Law shall survive termination and expiration of this Agreement.

25.17 **Time.** Time shall be of the essence of this Agreement.

25.18 **Waiver of Agreement.** Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

25.19 **Amendment.** This Agreement may only be amended by further written agreement executed and delivered by both parties.

25.20 **Unenforceable Terms.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or a circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant or condition shall be valid and shall be enforceable to the fullest extent permitted by law.

25.21 **Enurement.** This Agreement shall apply and enure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto provided always that nothing in this paragraph shall impair any of the foregoing provisions prohibiting assignment of this Agreement without the written consent of the other party.

25.22 **Singular, Plural and Gender.** Wherever the singular and the masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neuter where the context so requires.

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26. Term.

26.1 This Agreement shall commence on the Commencement Date and shall be for a term of two years. Thereafter this Agreement may automatically be renewed by the Corporation providing written notice to the Subcontractor that it wishes to renew the term of this Subcontract Agreement for an additional period of one year within six months prior to the termination date. In the event such notice is given, the parties hereto shall reach agreement with respect to the fees to be payable to the Subcontractor for such renewal term on or prior to ninety days preceding the termination date, failing which, this Agreement shall not be renewed and shall expire on the termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the dates specified below.

BC One Call Limited

Subcontractor

Per: _____

Per: _____

Name (print or type): _____

Name (print or type): _____

Title: _____

Title: _____

Per: _____

Per: _____

Name (print or type): _____

Name (print or type): _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

Section B

Schedule "A"

FEES

<To be completed following award, subject to pricing as defined in the RFP response.>

The above amounts do not include applicable taxes.

As full consideration for the due performance of "the Services", the Subcontractor will submit an invoice to BC One Call within ten (10) days of the end of each calendar month for Services performed in the immediately preceding month.

In addition to the foregoing, if applicable, BC One Call shall pay the Subcontractor its reasonable out-of-pocket expenses as described in 20.2 (a) of this agreement upon submission of a detailed invoice.

The Subcontractor agrees to provide BC One Call with access to original receipts, ledgers and other records as may be reasonable appropriate for BC One Call or its accountants to verify the amount and nature of any such expenses.

SECTION C

BC ONE CALL MEMBER'S AGREEMENT

This Agreement made on the _____ day of _____, 20__ (the "Effective Date").

BETWEEN:

BC ONE CALL LIMITED, 2500-700 West Georgia Street, Vancouver, B.C.
V7Y 1B3

(the "Supplier")

AND:

(the "Member")

In consideration of the covenants, representations and conditions contained herein and other good and valuable consideration, the parties covenant and agree as follows:

1. The Member hereby retains the Supplier to provide the services set forth in the Terms and Conditions attached to and forming part of this Agreement and the Supplier agrees to provide the Services in accordance with the Terms and Conditions attached and subject to receipt of the fees therein specified.
2. Attached as Section C - Appendix A are particulars respecting the Member required by the Supplier and the Member covenants that the information contained therein is true and correct as of the date hereof.
3. In accordance with the provisions of Section C - Appendix B attached, the Member shall be classified as a _____ (specify category) and the applicable joining fees shall be \$_____ payable upon execution of this Agreement.
4. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, mailed by pre paid mail or sent by email to the parties as follows: to the Supplier at:

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email: info@bconecall.bc.ca

and to the Member at email: _____

Any notice in writing given in the matter set out above shall be deemed given if and when personally delivered, or if mailed in the matter herein provided, shall be deemed given five days after posting. If any said notice be sent by facsimile transmission, it shall be deemed received the next day following said transmission. NOTE Notifications will be transmitted as set out in the attached Terms and Conditions.

5. The Terms and Conditions attached, Section C - Appendix A - Member Information Form and Section C - Appendix B - Member Fees attached hereto are to be read into and form part of this Agreement and the whole shall constitute the contract between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SUPPLIER:

MEMBER:

BC ONE CALL LIMITED

Per: _____

Per: _____

Signature of Authorized Representative
Representative

Signature of Authorized

Name and Title of Person Signing

Name and Title of Person Signing

Note:- In order for BC One Call to process your new membership promptly, please return the signed and dated document to:

**BC One Call Limited
C/o Darlene Dyson
Suite 130, 4299 Canada Way,
Burnaby, B.C.
V5G 1H3**

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In this Agreement and in all Appendices attached hereto, unless the contrary is expressly stated:
- (a) "Activation Date" shall mean that date on which the Member is a part of the System and capable of receiving Notifications which date shall be thirty [30] days following Supplier's receipt of Member's Data in accordance with paragraph 3.2 or such earlier date as the Supplier advises the Member in writing;
 - (b) "After Hours" means those hours of each and every day excluding Operating Hours;
 - (c) "Agreement" shall mean this Agreement and all Appendices attached to and which form a part of this Agreement as it may be amended from time to time in accordance with the terms hereof and the expressions "herein", "hereof", "above" and "below" and similar expressions refer to this Agreement and where applicable, to the appropriate Appendices hereto;
 - (d) "Authorized Subcontractor" shall mean a subcontractor with whom the Supplier has contracted to perform the obligations of the Supplier herein (excluding those described in paragraphs 2.1 and 2.2) in accordance with the provisions of paragraph 2.3 below;
 - (e) "Call Centre" means the facility to be manned and maintained by the Supplier in order to provide the Call Centre Services;
 - (f) "Call Centre Services" shall mean the services described as such in paragraph 2.3 below;
 - (g) "Data" shall mean information and material, which shall remain the property of the Member, provided from time to time by the Member to the Supplier as to the location of the Underground Facilities which are the property of, or under the control of, the Member;
 - (h) "Data Base" shall mean a geographic grid system created and maintained by the Supplier to contain the Data supplied by the Member to the Supplier;

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- (i) "Destination Code" shall mean an alphanumeric code which identifies the specific reception location for Notifications to the Member, recognizing that the Member may have more than one Destination Code;
- (j) "EDT Member" means a Member who receives Notifications by electronic data transmission to a terminal on the Member's premises;
- (k) "Emergency Locate Request" shall mean an incoming call from an Excavator requesting location of Underground Facilities where the excavation is to effect a repair or replacement of an essential service, the Excavator is on site or en route to the site and the Excavator states that the situation is an emergency;
- (l) "Excavator" shall mean those persons including Members who call the Toll Free Telephone Number, or Click to access the website electronically, to determine the location of Underground Facilities in the Province of British Columbia;
- (m) "FAX Transmission Member" shall mean a Member who receives Notifications by data communication to a facsimile machine at a particular Destination Code;
- (n) "Homeowner" shall mean the owner or tenant of a residential lot or farm whose request for locations is restricted to that particular residential lot or farm and who is functioning as an Excavator on that private property;
- (o) "Identification Number" shall mean a numeric code number which is assigned to each Excavator, excluding Homeowners, at the time of his or her first Locate Request;
- (p) "Information" shall mean information with respect to the Member's organization as detailed in the Member Information Form, attached as Appendix "A" hereto;
- (q) "Law" shall mean the Laws in force in the Province of British Columbia and as amended from time to time;
- (r) "Locate Request" shall mean an incoming communication from an Excavator utilizing the Toll-free Telephone Number or website

which advises the Supplier of the Excavator's intent to disturb the ground at a particular location;

- (s) "Notification" shall mean an outgoing transmission, from the Supplier to the Member, which advises the Member of an Excavator's intent to disturb the ground and provides relevant particulars about the Excavator and the location of the site substantially in the form of Appendix C attached;
- (t) "Operating Hours" means between the hours of 0700 and 1700, Monday through Friday, exclusive of the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday (B.C. Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other civic, provincial or federal holiday declared from time to time;
- (u) "Owner" shall mean any owner or operator of Underground Facilities in the Province of British Columbia who has entered into a Member's Agreement with the Supplier.
- (v) "Priority Locate Request" shall mean a Locate Request in which the Excavator is giving less than eight hours notice of his intent to disturb the ground;
- (w) "Routine Locate Request" shall mean a Locate Request in which the Excavator is giving at least three full working days notice of his intent to disturb the ground;
- (x) "Services" shall mean the services to be provided by the Supplier to the Member as described in section 2 below, including, without limitation, the "Call Centre Services".
- (y) "Short Notice Locate Request" shall mean a Locate Request in which the Excavator is giving more than eight hours notice but less than three full working days notice of his intent to disturb the ground;
- (z) "Standard Single Telephone Line" shall mean an ordinary telephone line of voice or data quality as required, which line shall service only the Member's printer or facsimile machine, as the case maybe;

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- (aa) "System" shall mean the computer hardware and software and telecommunications systems operated by the Supplier to provide the Call Centre Service to Excavators and Members;
- (bb) "Ticket Number" shall mean a numeric code number which is assigned to each Locate Request for reference and record keeping purposes;
- (cc) "Toll Free Telephone Number" shall mean collectively: the toll free telephone number for receiving long distance calls at the Call Centre and the local number and cellular number for receiving local calls, such numbers currently being 1-800-474-6886 (Toll Free), 604 257-1940 (Vancouver local) and *6886 (Cellular);
- (dd) "Underground Facility" shall mean any facility buried or placed below the ground for use in connection with the storage or conveyance of electronic, telephonic or telegraphic communications, water, sewage, cablevision, electric energy, oil, gas or other substances and includes but is not limited to pipes, conduits, ducts, cables, wires, valves, manholes, catch basins and attachments to these items owned or operated by the Member; and
- (ee) "Voice Transmission Member" shall mean a Member who receives Notifications by voice telephone communication at a particular Destination Code.

- 1.2 The article and paragraph headings contained in this Agreement and in all Schedules attached hereto are for convenience of reference only and shall not affect the construction or interpretations of the provisions hereof.

2. **OBLIGATIONS OF THE SUPPLIER**

In consideration of payment of the Fees specified in Appendix B by the Member and subject to the Member complying with its obligations set out in section 3 below, the Supplier shall provide the Services to the Member, which shall consist of the following:

- 2.1 **PROMOTION PROGRAM.** The Member acknowledges the advantages to it of an advertising, promotion and liaison program (the "Program"), which would:

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- (a) Recruit additional owners or operators of Underground Facilities in the Province of British Columbia to enter into Member agreements with the Supplier in order to achieve economies of scale and wider use of the Toll Free Telephone Number and website by Excavators;
- (b) Advertise and promote, on behalf of all Owners, use by Excavators of the Call Centre, Toll Free Telephone Number and website in order that persons in British Columbia are aware of the Toll Free Telephone Number and website and call or click before they dig; and
- (c) Liaise with government and other regulatory bodies regarding owners and operators of Underground Facilities in relation to persons digging or excavating.

2.2 **TERMS.** The Supplier shall utilize a portion of the Fees collected by all Owners to fund such a Program on the following terms and conditions;

- (a) the Supplier reserves the right to place and develop all advertising, promotion and liaison efforts in connection with the Program either directly or through an advertising agency or other subcontractor retained or formed for such purpose;
- (b) the Member understands and acknowledges that all advertising and promotion undertaken as part of the Program (whether detailed herein or otherwise) is intended to maximize general public recognition of the Call Centre, the Toll Free Telephone Number and the website for the benefit of all Owners, including the Member, and the Supplier undertakes no obligation to ensure that any particular Owner, including the Member, will benefit directly or pro-rata from the placement or conduct of such advertising and promotion; and
- (c) the Member acknowledges that a portion of the Fees shall be disbursed, as the Supplier determines appropriate, to assist in all aspects of the marketing and promotion of the Call Centre, the Toll Free Telephone Number and the website including, without limitation, the following purposes: public relations, promotional and advertising programs, government representation and owner and operator recruitment as Members; and

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- (d) the Member acknowledges that all copyrights in the advertising and promotion undertaken as part of the Program shall be the property of the Supplier. Notwithstanding the foregoing, neither the Supplier nor any subcontractor (including an Authorized Subcontractor) or agent of the Supplier shall use or display Member's name, trademark, logos or any proprietary marks or designations of the Member without its prior written consent.

2.3 **CALL CENTRE SERVICES.** The Supplier shall do the following (collectively the "Call Centre Services"):

2.3.1 DATA BASE AND DATA

- (a) Initial Data: Following receipt of the initial Data from the Member pursuant to paragraph 3.2 below, the Supplier shall within ten days enter such Data into the Data Base.
- (b) Verification: Within four days following input of the initial Data, the Supplier shall post this data on the BC One Call online validation site (linked from the bconecall.ca web site) showing the version of the Member's Data input into the Data Base by the Supplier.
- (c) Revisions: Within ten days of receipt of the notification that the data has been posted on the BC One Call validation site, the Member shall advise the Supplier in writing or via email of any changes, additions or deletions to the Data Base required to accurately reflect the initial Data submitted by the Member.
- (d) Revision of Initial Data: Within six days of receipt of the Member information specified in paragraph 2.3.1 (c) above, the Supplier shall amend the Data Base in accordance with said information provided by the Member and provide a revised notice to the Member. It shall then be the responsibility of the Member to ensure that the Supplier's information accurately reflects the Data of the Member.
- (e) Updating: At least once each year the Supplier will send a notification to each Member requesting that the Member validate its data on the BC One Call validation site. Within fourteen days of receipt of such notification, the Member shall advise the Supplier in writing or via email of any

changes, additions or deletions to the Data Base required to more accurately reflect the location of the Member's Underground Facilities including, without limitation, any additional Underground Facilities installed by the Member within the preceding year.

- (f) Revisions. Within fourteen days of receipt of information provided by the Member pursuant to paragraph (e) above, the Supplier shall update the Data Base to reflect such information.
- (g) Responsibility and Records: The Supplier assumes no responsibility for the accuracy of the Data supplied by the Member. The Supplier shall be responsible in the event that the Supplier fails to transmit a Notification to the Member when the Member's Data reflects Underground Facilities in the area described by the Excavator or if the Supplier fails to advise the Excavator that the Member has Underground Facilities in that area.

2.3.2 OPERATION AND PROCEDURES

- (a) Receipt of Excavator requests: Following the Activation Date, the Supplier shall operate the Call Centre such that during the Operating Hours operators shall be available to receive telephone calls from Excavators on the Toll Free Telephone Number or electronic requests through the website inquiring, inter alia, about the location of the Member's Underground Facilities. The Supplier shall be and remain the "customer of record" with respect to the Toll Free Telephone Number. The Supplier will provide a number of consecutive lines to handle incoming inquiries with a minimum of hold time and shall answer all such calls quickly and efficiently. Separate telephone lines shall be maintained by the Supplier in order to conduct the normal administrative activities of the Call Centre.
- (b) After Hours: During After Hours the Supplier shall provide a connection through call forwarding provisions to a live call center where the answering operator will take calls and information and create a ticket as per the normal daytime operating process. If the caller indicates he or she is calling to advise that an Underground Facility has been damaged or calling to obtain an Emergency Locate Request, or

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calling to advise of some other emergency situation related to an Underground Facility, the operator shall:

- (i) attempt to determine from the caller what facility has been damaged and, from the data base, determine what Members have Underground Facilities in the area described by the Caller;
 - (ii) if Members have Underground Facilities in the area, the Supplier shall transmit the information obtained to the Members at such Member's emergency telephone numbers as specified in the Member Information Form (Appendix A);
- (c) **Planned Excavation Date:** The Suppliers' operators shall ask the Excavator the date on which he or she plans to begin excavation activities. If the Excavator will not be commencing excavation activities within time lines designated by the Member companies, the Supplier shall not accept the Excavator's Locate Request except where the Excavator specifies that the Excavator requires the location of the Member's Underground Facilities to be marked above ground for planning or design purposes only.
- (d) **Ticket Numbers:** The Supplier shall assign a Ticket Number to each Locate Request.
- (e) **Member Notification:** The Supplier shall determine in accordance with the Member's Data, whether the Member has Underground Facilities located in the geographic area described by the Excavator. In the event the Supplier determines the Member has Underground Facilities located in such area, the Supplier will so advise the Excavator and shall provide Notification to the Member in accordance with the following schedule:
 - (i) Emergency Locate Requests shall be transmitted by the Supplier to the Member within five minutes of receipt of the Locate Request. In addition, the Supplier shall telephone the Member to advise of the Notification within ten minutes of receipt of the Locate Request.

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- (ii) Priority Locate Requests shall be transmitted by the Supplier to the Member within fifteen minutes of receipt of the Locate Request;
 - (iii) Short Notice Locate Requests shall be transmitted by the Supplier to the Member within thirty minutes of receipt of the Locate Request; and
 - (iv) Routine Locate Requests shall be transmitted by the Supplier to the Member within two hours of receipt of the Locate Request.
- (f) Destination Code: Each Notification shall be assigned a Destination Code and the Ticket Number, being the same Ticket Number assigned to the Locate Request originating from the Excavator's call.
- (g) Transmission of Notification to Member: Notifications shall be transmitted to the Member by voice telephone communication, electronic data communication or electronic mail. The Member may choose an option and acquire and install the necessary equipment needed to receive such transmissions. It shall be the responsibility of the Member to ensure its equipment is properly maintained and repaired such that it is capable of receiving Notifications during Operating Hours.

The Supplier, at its sole discretion, may introduce other methods of communicating Notifications to the Member to improve efficiency and to take advantage of technological advances.

- (h) Information to Requestor: After obtaining the requisite information from the Excavator to complete a Locate Request, the Supplier shall advise each Excavator of the following:
- (i) whether the Member appears to have Underground Facilities located in the geographical area described by the Excavator;
 - (ii) if so, advise the Excavator that the Member will be notified by the Supplier and the Excavator will be further advised not to commence any digging,

excavating or similar work in the area until contacted by the Member and any other Owners that have Underground Facilities in the area; and

- (iii) that the Excavator remains responsible to contact any other parties who may have Underground Facilities in the described area (This advice will not be given if the Excavator has previously signed a liability waiver.)
- (i) Excavator Identification: Each Excavator, except for a Homeowner, shall be assigned an Identification Number to permit his or her future identification, maintain information relative to his or her identity and reduce the length of time of future Locate Request calls.
- (j) Records and Verification: The Supplier shall maintain in accordance with the following provisions, records and verifications of its activities as follows:
 - (i) The Supplier shall voice record all Locate Requests (including for clarity the Supplier's responses thereto) and shall store such recordings for a minimum period of three years;
 - (ii) The Supplier shall retain and store, for a minimum of seven years, a record of all Locate Requests, Notifications and all documents comprising the Member's Data; and
 - (iii) At the conclusion of each regular working day, a list of all Ticket Numbers sent to each EDT Member Destination Code and Fax Member Destination Code shall be transmitted by the Supplier to those Destination Codes to allow such Member to verify that all Notifications for the preceding twenty-four hour period were in fact received.

All such records and verifications pertaining to the Member shall be made available to the Member upon request and within a reasonable period of time.
- (k) Notification of Damage: The Supplier shall transmit to the Member any advice received by the Supplier that an

Underground Facility has been damaged, immediately upon its receipt, to the Member at such Member's emergency telephone number, as specified in the Member Information Form (Appendix A);

- 2.4 **INSURANCE.** Without restricting the generality of section 5 - Indemnification, the Supplier shall provide, maintain and pay for the insurance coverages specified in this paragraph 2.4 – Insurance. Unless otherwise stipulated, the duration of each insurance policy shall be from the Effective Date of the Agreement until expiration of the term of the Agreement.
- 2.4.1 **GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance in the name of the Supplier and any Authorized Subcontractor of the Supplier shall be placed with limits of not less than \$10 million, Canadian Funds, applicable to any single occurrence of personal injury or property damage in relation to the provision of Call Centre Services and operation of the Call Centre and having a property damage deductible not exceeding \$2,500. To achieve the desired limit, umbrella or excess liability insurance may be used.
- 2.4.2 **INSURANCE PROVISIONS.** Each Comprehensive General Liability Insurance Policy specified in this section shall:
- (a) be underwritten by insurers licensed to carry on business in the Province of British Columbia; and
 - (b) contain provisions extending coverage to cover contractual liability.
- 2.5 **CONFIDENTIALITY COVENANTS.** The Data provided by the Member shall remain strictly confidential and the Supplier shall not disclose, save as is required in providing the Services or otherwise pursuant to this Agreement, any Data to any person other than to an Authorized Subcontractor of the Supplier as contemplated in paragraph 2.7 below. The Supplier shall take reasonable precautions against the Data being used or acquired by any person, in any event at a minimum exercising the same degree of care as the Supplier uses in preserving the confidentiality of its own confidential information of a similar type. The Member's Data and the Member's Data contained in the Data Base may be disclosed only in a blended manner that does not highlight or distinguish the confidential information provided by a particular Member.

2.5.1 **EXCEPTION.** The Supplier shall, with respect to each Member's Data disclosed to it, be permitted to disclose all or part of such information **without Supplier incurring liability to the Member** as follows:

- (a) if the Supplier is required by applicable Law, or is ordered by a Court or other Governmental Body of competent jurisdiction to disclose such information;
- (b) such information was previously known to the receiving party free of any obligation to the Supplier to keep it confidential; or
- (c) such information has been previously publicly disclosed.

2.6 **INTELLECTUAL PROPERTY.** The Supplier covenants that all computer software, computer hardware, telecommunications equipment or other intellectual property used by it in connection with the Call Centre shall in no way infringe upon any patent, copyright, trademark or other proprietary interest of any other owner, operator or member of any similar system and the Supplier shall indemnify and hold harmless the Member in respect of any loss, damage, liability, claim, costs or expenses, including legal fees and expenses sustained by or brought against the Member in connection with utilizing the services of the Supplier.

2.7 **AUTHORIZED SUBCONTRACTOR.** Notwithstanding the provisions of paragraph 7.1 below, the Supplier may, assign all of its rights and obligations hereunder (excepting paragraphs 2.1 and 2.2) to a Subcontractor who has been authorized and approved by the Supplier in writing (an "Authorized Subcontractor"). The Supplier hereby approves Accu-Link Call Centres Inc. as an Authorized Subcontractor as contemplated in the foregoing sentence. The Member hereby also acknowledges that pursuant to a Subcontract Agreement between Accu-Link Call Centres Inc. as Authorized Subcontractor and the Supplier, the obligations of the Supplier thereunder (excepting paragraphs 2.1 and 2.2) have been assigned to and assumed by Accu-Link Call Centres Inc. The Supplier hereby authorizes and directs the Member to provide to Accu-Link Call Centres Inc. the Data, any verification or updating of the Data, the Member Information Form and copies of any notices or communications given pursuant to the provisions of this Agreement. The Member acknowledges such direction and authorization and will provide such Data and communications in accordance with same. The Member will cooperate in all respects with the Authorized Subcontractor in connection with provision of Services by the Authorized Subcontractor.

Notwithstanding the foregoing, the Member's approval of any subcontractor hereunder shall not create any contractual relationship between Member and the subcontractor or relieve Supplier of its sole responsibility for all acts or omissions of its subcontractors.

3. **OBLIGATIONS OF THE MEMBER**

The Member shall:

- 3.1 **FEES.** Pay all applicable charges as set out in Appendix B hereto, and as further specified in the Agreement to which these Terms and Conditions are attached, as and when due.
- 3.2 **PROVISION OF DATA.** Provide to the Supplier in the format stipulated by the Supplier forthwith following the Effective Date, the Data that shall include the following:
 - (a) the location of the Member's Underground Facilities.
 - (b) the name of any population center, defined as City, town, new town, village, summer village, hamlet, locality or settlement in "Gazetteer of Canada (British Columbia)" published by Energy Mines and Resources, Canada in which the Underground Facility is situated; and
 - (c) such other descriptions of the location of the Underground Facility as may be required by the Supplier to accommodate Data Bases using other than the quarter section as the smallest defined area of land.
- 3.3 **UPDATING.** Provide to the Supplier, forthwith and as requested by the Supplier, notification of any changes in, deletions from or additions to the Data such that the Data provided to the Supplier is current and accurate at all times.
- 3.4 **VERIFICATION.** Provide to the Supplier, notwithstanding the provisions of paragraph 3.3 above, annually during the continuance of the Agreement, verification, in a form satisfactory to the Supplier acting reasonably, of the Data as reflected in Data Base in accordance with the provisions of paragraph 2.3.1 above.
- 3.5 **RESPONSE.** Respond to each Notification from the Supplier by contacting the Excavator described in the Notification in a timely manner.

- 3.6 **EQUIPMENT.** Ensure its equipment for receiving Notifications from the Supplier is operative at the commencement of each working day and ensure it has sufficient paper, ribbon, or other necessary facilities or equipment to be able to receive Notifications and information forwarded by the Supplier. The Member shall be responsible for its costs related to owning and maintaining its respective receiving units and associated connecting networks.

4. **TERMINATION**

- 4.1 **EVENT OF DEFAULT.** In the event one party does not fulfill its obligations hereunder in any material manner, the other party may send a written notice to the party in default stating the nature of the default. If the defaulting party has not corrected such default within 20 days from receipt of the Notice, the other party may terminate this Agreement by sending the defaulting party no less than 10 days prior written notice of its intention to do so.
- 4.2 **TERMS TO SURVIVE.** The provisions of this agreement which by their context are intended to survive termination shall survive notwithstanding such termination including, without limitation, the provisions of paragraphs 2.5, 2.6, 4.6, 4.7 and section 5.
- 4.3 **INSOLVENCY.** Notwithstanding the foregoing, this Agreement may be terminated by either of the parties upon the happening of any one or more of the following events:
- (a) the other party is liquidated, wound-up or dissolved, either voluntarily or involuntarily;
 - (b) the other party commits an act of bankruptcy or insolvency as defined by the Bankruptcy Act of Canada or a petition, assignment, arrangement, reorganization or proposal in Bankruptcy is filed by or against the other party; or
 - (c) the other party makes an assignment for the general benefit of its creditors.
- 4.4 **FEES ON TERMINATION.** Notwithstanding termination of this Agreement, the Member shall be responsible to the Supplier for all fees payable in connection with the Services accruing up to and including the date of termination. Such fees shall be payable within 30 days of such termination occurring.

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- 4.5 **NO REFUND.** In the event that this Agreement is terminated in accordance with the provisions of this section 4, there shall be no refund or credit to the Member of any joining fees.
- 4.6 **RETURN OF DATA.** Subject to the requirements to retain records pursuant to paragraph (2.3.2), forthwith following termination, the Supplier shall return to the Member all Data provided by the Member to the Supplier and, upon receipt of a written request from the Member, shall delete from its Data Base all information relevant to the Member.
- 4.7 **TRANSITION.** The parties hereto shall act reasonably in order to effect a smooth transition from the Call Centre facilities to any system or facilities to be utilized by the Member with respect to Excavator inquiries relating to location of the Member's Underground Facilities following termination.

5. INDEMNIFICATION

- 5.1 The Supplier shall indemnify and in addition, hold harmless the Member, and its directors, officers, employees, agents, subcontractors or servants in respect of any loss, damage, liability, penalty, fine, claim, cause of action or cost, including, without limitation, reasonable legal fees on a solicitor-client basis, of every nature and kind whatsoever, sustained by or brought against the Member attributable to a negligent act or omission, willful misconduct or breach of obligations under this Agreement by the Supplier or any of its subcontractors (including an Authorized Subcontractor), agents or representatives.
- 5.2 The Member shall indemnify and hold harmless the Supplier, and its directors, officers, employees, agents or servants in respect of any loss, damage, liability, penalty, fine, claim, cause of action or cost, including, without limitation, reasonable legal fees on a solicitor-client basis, of every nature and kind whatsoever, sustained by or brought against the Supplier attributable to a negligent act or omission, willful misconduct or breach of obligations under this Agreement by the Member or any of its subcontractors, agents or representatives

6. PROCEDURE OF INDEMNIFICATION AGAINST THIRD PARTY CLAIMS

- (a) Where a party becomes aware of any demand or claim, which could be a cause of indemnification that it wishes to make, it must promptly notify the other party of its intention to make a claim.

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- (b) Promptly upon receipt by either the Supplier or the Member (herein referred to as the “Indemnatee”) of notice of any third party claim in respect of which this Indemnatee proposes to demand indemnification from the other party to this Agreement (the “Indemnitor”), the Indemnatee shall give notice to that effect to the Indemnitor with reasonable promptness.
- (c) The Indemnitor shall have the right by notice to the Indemnatee not later than 30 days after receipt of the notice described in (a) to assume the control of the defence, compromise or settlement of the third party claim, provided that such assumption shall, by its terms, be without cost to the Indemnatee.
- (d) Upon the assumption of control by the Indemnitor as aforesaid, the Indemnitor shall at its expense diligently proceed with the defence, compromise or settlement of the third party claim at Indemnitor’s sole expense, including employment of counsel reasonably therewith. The Indemnatee shall cooperate fully, but at the expense of the Indemnitor, to make available to the Indemnitor all pertinent information and witnesses under the Indemnatee's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnitor are necessary to enable the Indemnitor to conduct such defence, provided always that the Indemnatee shall be entitled to reasonable security from the Indemnitor for any expense, costs or other liabilities to which it may be or may become exposed by reason of such cooperation.
- (e) The final determination of such third party claim, including all related costs and expenses, will be binding and conclusive upon the parties hereto and the Indemnatee as to the validity or invalidity, as the case may be, of such third party claim against the Indemnitor hereunder.
- (f) Should the Indemnitor fail to give notice to the Indemnatee as provided in subparagraph (c), the Indemnatee shall be entitled to make such settlement of the third party claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the third party claim shall be binding upon the Indemnitor.

7. **ASSIGNMENT**

- 7.1 **PROHIBITION.** Subject to the provisions of paragraph 2.7 above, neither party may assign their rights or obligations under this Agreement, or any part thereof without the express written consent of the other given in writing. Such consent not to be unreasonably withheld. Any prohibited

assignment shall be null and void. No assignment shall operate to release the assigning party from its obligations hereunder.

8. EXCUSABLE DELAY

Notwithstanding anything to the contrary contained in this Agreement, if either party is prevented or delayed from complying with any of the terms of this Agreement and such failure is occasioned by any cause beyond its reasonable control including, without limitation, the operation of any Law, regulation or order of government or any other duly constituted authority, labour dispute or disturbance, strike, lock out, riot, war, interference by civil or military authority or act of God, but excluding only finances, then that party shall not be liable to the other party for any damage or loss to person or property or costs or charges associated therewith or occasioned thereby and the time for performance of the parties obligations under this Agreement shall be extended by a period of time equal to the time required to remove or remedy the excusable delay; provided always that should the Member be prevented, through excusable delay as set out herein, from providing Data to the Supplier in accordance with the terms hereof, the Supplier may at its sole discretion, refuse to give out to Excavators information as to the Underground Facilities which are the property of the Member, until such time as the excusable delay is remedied and the Data supplied by the Member to the Supplier is verified in accordance with the provisions of paragraph 2.3.1.

9. GENERAL

- 9.1 **AMENDMENT.** This Agreement may only be amended by further written agreement executed and delivered by both parties.
- 9.2 **WAIVER.** Except as otherwise provided herein, no term or provision, nor any representation, warranty or condition herein granted shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any such consent or waiver shall not constitute a consent to, waiver of, or excuse for any other similar, different or subsequent breach.
- 9.3 **UNENFORCEABLE TERMS.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or a circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term,

covenant or condition shall be valid and shall be enforceable to the fullest extent permitted by Law.

- 9.4 **WHOLE AGREEMENT.** The parties acknowledge that the Agreement contains the whole of the agreement between the parties as to the subject matter herein contained.
- 9.5 **ENUREMENT.** This Agreement shall apply and enure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto provided always that nothing in this paragraph shall impair any of the foregoing provisions prohibiting assignment of this Agreement without the written consent of the other party.
- 9.6 **SINGULAR, PLURAL AND GENDER.** Wherever the singular and the masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neuter where the context so requires.
- 9.7 This agreement shall be governed by, and construed in accordance with, the Laws of the Province of British Columbia and the Laws of Canada applicable therein.

10. TERM

- 10.1 This Agreement shall commence on the Effective Date and shall be for a term of one year. Thereafter this agreement shall automatically be renewed for an additional period of one year, unless prior to January 31 in any given calendar year either party provides notice in writing to the other that it does not wish to renew the terms of this Agreement. In the event such notice is provided, Services hereunder will cease to be provided on the last day of February following receipt of such notice.

Appendix A
BC ONE CALL
MEMBER INFORMATION FORM

BC One Call relies on this information for the ticket notification process. As a member of BC One Call it is your responsibility to ensure all the information is accurate.

- 1.0 Legal name of company : _____

- 2.0 Province of Incorporation: _____
- 3.0 Corporate headquarters address:
Street _____

City _____ Prov. _____ Postal Code _____
Mailing _____

City _____ Prov. _____ Postal Code _____
- 4.0 Signing authority for document execution:
Name _____
Title _____
Name _____
Title _____
- 5.0 Contact person for general correspondence with BC ONE CALL:
Name _____
Title _____
Mailing _____

City _____ Prov. _____ Postal Code _____
Telephone () _____ Cell () _____
Fax () _____
E-Mail _____
- 6.0 Contact person for database correspondence with BC ONE CALL:
Name _____
Title _____
Mailing _____

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City _____ Prov. _____ Postal Code _____
Telephone () _____ Cell () _____
Fax () _____
E-mail _____

Please indicate relevant infrastructure:

☐ Sewer ☐ Electrical ☐ Street Lighting ☐ Water
☐ Gas ☐ Oil ☐ Telephone ☐ Cable Lines
☐ Other _____

7.0 Contact person for BC ONE CALL ticket notifications:

Name _____
Title _____
Telephone () _____
Fax () _____
E-mail _____

******* Please note that BC One Call requires a **generic** e-mail address for the transmission of the one-call tickets to a location with multiple employee access to this e-mail. This will ensure the one-call tickets are processed in a timely manner

Example of acceptable e-mail addresses are as follows:

onecall@xxxx info@ABCcompany.com publicworks@xxxx

Receiving Phone/Fax/Printer Number () _____
Alternate Contact person _____

8.0 Emergency or Priority locate request notifications:

8.1 During regular office hours

Contact person _____
Telephone () _____ Cell () _____

8.2 Is someone available to respond to Emergency and Priority locate requests between 12:00 PM and 1:00 PM? Yes _____ No _____

8.3 If no to above:

Alternate Contact person _____
Telephone () _____ Cell () _____

8.4 After regular office hours:

Contact person _____
Telephone () _____ Cell () _____

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9.0 Dig-Up Notifications:

9.1 During regular office hours

Contact Person _____

Telephone () _____

9.2 Is someone available to respond to Dig-Up notifications between 12:00

PM and 1:00 PM? Yes _____ No _____

9.3 If no to above:

Alternate Contact Person _____

Telephone () _____

9.4 After regular office hours:

Contact Person _____

Telephone () _____

9.5 Dig Up number to be given to caller:

Telephone () _____

10.0 Office Closures:

10.1 Is your office closed on statutory and general holidays?

BC statutory and general holidays include: New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

Yes _____ No _____ If No, circle Applicable Holidays

10.2 Is your office closed during any other regular business hours?

Date(s) and Reason(s) _____

10.3 What are your regular business hours? _____

10.4 Is your office open for business on Saturdays or Sundays?

Yes _____ No _____

Contact Person or Department if open for business _____ Telephone
() _____

11.0 **As a Member of BC ONE CALL and User of the One Call Service it is your responsibility to respond to each notification in a positive and timely manner**

12.0 This form is normally sent for verification on your anniversary date of joining each year. It is your responsibility to advise **BC ONE CALL** of any changes to this information throughout the current year.

13.0 If you have any questions concerning this form please contact **BC ONE CALL** at (604) 257-1900.

14.0 Person who prepared and submitted this information:

Name _____

Title _____

Telephone () _____

Fax () _____

BC ONE CALL

E-mail _____

15.0 Please return this form to:

BC ONE CALL

Suite 130

4299 Canada Way

Burnaby, BC

V5G 1H3

Tel: (604) 257-1900

E-Mail: info@bconecall.bc.ca

16.0 Received by **BC ONE CALL**:

Name _____

Date _____

Appendix B
BC ONE CALL - FEES

1 MEMBER CATEGORIES

1.1 For the purpose of determining joining fees, the Member shall be classified, at the sole discretion of the Supplier, into one of the following categories:

- (a) **Municipalities**, which are defined as cities, towns, new towns, villages, summer villages, counties, municipal districts and improvement districts with joining fees determined by the Supplier from time to time having regard to population, subject to minimum and maximum amounts;
- (b) **Utilities**, which are defined as water supply and distribution systems, gas distribution systems, electrical distribution systems, telephone systems and cable television systems with joining fees determined by the number of customers, subject to minimum and maximum amounts.
- (c) **Pipelines**, which are defined as oil and gas explorers, developers, producers, processors, refiners, pipeline transmission companies, product transporting companies, pipeline operators, irrigation districts, trunk sewer systems and trunk water main systems with joining fees determined by the length of buried pipe, subject to minimum and maximum amounts.
- (d) **Plants**, which are defined as gas processing plants and compressor stations with joining fees set at a flat rate.
- (e) **First Nations**, which are lands or portions of lands as described by the First Nation applicant.
- (e) **Others**, which may be defined from time to time by and at the discretion of the Supplier.

For Members who are not Shareholders the Member shall be classified, by the Supplier, into the Member category that best represents the Member's main business activities.

- 1.2 **Shareholders (Optional when Joining)** . For Members who wish to become a Shareholder of the Supplier ("Shareholders") and who have been approved by the Board of Directors of the Supplier and have agreed to be bound by the Unanimous Shareholders Agreement, may become a Shareholder upon payment of the joining fees consisting of the purchase of one share per Member at a subscription cost of one (1) dollar per share and which share has a cancellation (redemption) value of one (1) dollar in accordance with such Unanimous Shareholders Agreement and the lump sum joining fee in effect from time to time, which lump sum joining fee is currently \$30,000. Prospective Shareholders

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acknowledge that representation on the board of directors of the Supplier is subject to availability of a board seat.

2 FEES

- 2.1 A one time joining fee shall be paid to the Supplier by the Member on the Effective Date. This fee is specified in section 4 of this Appendix B.
- 2.2 The Member shall be invoiced quarterly, by the Supplier, for Notifications to the Member, during that quarter. The fee for each Notification shall be in accordance with paragraph 4.2 below of this Appendix B. Payment shall be due within thirty (30) days of receipt of the invoice by the Member.
- 2.3 In the situation where the Member, or an independent Excavator working for the Member, places a Locate Request which would result in a Notification to the Member, the Member will be forwarded such Notifications but not be charged for them (in accordance with section 4 of this Appendix B)
- 2.4 The Member shall not be charged for any Notifications or other transmissions that relate to the set up, checking or maintenance of the Call Centre Systems.

3 CHARGEABLE NOTIFICATIONS

- 3.1 The Member shall be charged for each Notification in accordance with section 4 of this Appendix B except where a Notification meets the criteria of section 3 of this Appendix B.
- 3.2 The Member shall be charged for each Relocate, and Update in accordance with paragraph 4.2 of this Appendix B.
- 3.3 The Member shall not be charged for a correction or a retransmission.
- 3.4 In the situation where an Excavator requests that the Member be notified of a Locate Request when that Member does not appear to have buried plant at that location according to the Data in the Data Base, the Member will be notified and charged for a Notification in accordance with section 4 of this Appendix B.

4 FEE SCHEDULE

- 4.1 **JOINING FEES.** The joining fees for each category of Member shall be as shown in the following table.

MEMBER CATEGORY	JOINING FEE
Shareholder	as per 1.2 above
Municipalities & First Nations	1-5,000 (population) = \$100 5,001-25,000 = \$500 25,001-100,000 = \$1,500 Over-100,000 = \$2,500
Utilities	1-5,000 (customers) = \$100 5,001-25,000 = \$500 25,001-100,000 = \$1,500 Over-100,000 = \$2,500
Pipelines	\$2.00 per km of pipe minimum \$100 maximum \$2,500
Plants	\$100

- 4.2 **NOTIFICATION FEES.** Effective January 1, 2015, the fee to be remitted by a Member for each Notification transmitted to that Member shall be \$2.25. A member shall pay notification fees on a quarterly basis or, should a member receiving minimal notifications (under \$100.00/year) wish to avoid accounting costs during the year, that member may elect to pay at the end of twelve (12) months.
- 4.3 **NOTIFICATION FEES - ANNUAL DETERMINATION.** Provided the Supplier first provides written notification to the Member in accordance with this paragraph, the Supplier may increase or decrease Notification fees payable by the Member on the following basis:
- annually, in December of each calendar year, the board of directors of the Supplier will determine if the Notification fees are sufficient to cover the costs of providing the Call Centre Services and the Program to all Members;
 - in the event there is a disparity between Notification fees generated and such costs, having regard to any excess or deficiency anticipated for the current calendar year, the Supplier shall prescribe the Notification Fees applicable for the forthcoming calendar year in order to eliminate such excess or deficiency in the forthcoming year;

BC ONE CALL

- (c) the Supplier shall, on or before the 7th day of January advise the Member in writing if it will be increasing Notification fees for the current calendar year;
- (d) In the event the Member, following receipt of such notice determines it does not wish the Supplier to continue to supply Call Centre Services to the Member, the Member must provide written notice of non-renewal in accordance with the Terms and Conditions section 4 Termination and section 10 - Term.

5 DEFINITIONS

5.1 In this Appendix "B":

- (a) "Cancellation" shall mean an outgoing transmission from the Supplier to the Member which advises the Member that an Excavator has cancelled an extant Notification;
- (b) "Correction" shall mean an outgoing transmission from the Supplier to the Member which advises the Member that an Excavator has revised the information on an extant Notification;
- (c) "Relocate" shall mean an outgoing transmission from the Supplier to the Member which advises the Member that an Excavator requests that previously marked locations be marked again;
- (d) "Retransmission" shall mean an outgoing transmission from the Supplier to the Member at the request of the Member, which transmission is a duplication or retransmission of a previous transmission;
- (e) "Update" shall mean an outgoing transmission from the Supplier to the Member which advises the Member that an Excavator has changed the site location on an extant Notification, which transmission shall cause the transmission of a Cancellation for the extant Notification and the generation of a new Ticket Number.

Appendix C
Sample
BC ONE CALL TICKET FORMAT

BC ONE CALL

NOTICE OF INTENT TO EXCAVATE REASON CODE: ROUTINE LOCATE

Ticket No: 2015330801

Sending To: BC ONE CALL Code: NOANSW01 Sequence: 0052

Original Call Date: 08/13/2000 Time: 13:39:36 Op: 30

Transmit Date: 08/13/2000 Time: 13:42:19 Op: 30

Work to Begin Date: 08/19/2000 T Time: 13:42:19

Excavator: JJ CONTRACTING Contact Phone: (604) 257-1900

Contact Name: JANET ANDERSON Cell Phone: (604) 451-2323

Pager:

Alt.Contact: JOHN SMITH Alt. Phone: (604) 657-9056

Fax Phone: (604) 657-8746

Place: GIBSONS

Comments:

Address At/From: 805 Address To: 809

Street: NORTH RD

Nearest Intersecting Street: REED RD

Second Intersecting Street:

Additional Dig Information:

PRIV PROP - REAR OF BLDG

Remarks:

CALLER STATES: AREA IS MARKED IN WHITE PAINT

Type of Work: FENCE

Depth: 1 MTR Length: UNKNOWN Width: UNKNOWN

Private Property: Yes Dig Area Marked: No Machine Dig: Yes

Public Property: No Planning/Design: No Hand Dig: No

Work Being Done For: JJ CONTRACTING

Also Notified: TELUS, FORTISBC, BC HYDRO, GIBSONS

Legend: C = Cleared